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VOL. XLI., No. 47.

## The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 18, 1897.

\* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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### CURRENT TOPICS.

WE PRINT and comment on the Judicial Trustee Rules elsewhere. The Act (except as to section 3) came into operation on the 1st of May last, but has been practically unworkable up to the present time, owing to the lack of machinery provided by rules. We do not imagine, however, that much, or perhaps any, inconvenience has been caused by the delay in the issue of the rules. From what we heard immediately before the Long Vacation, we are inclined to think that no one had, up to that time, even attempted to put the Act in force.

THE DEATH of Mr. HERBERT BRAMLEY, town clerk of Sheffield and president of the Sheffield Law Society, caused something like consternation in Sheffield, and will occasion great regret to the many members of the profession who have known him or who took part in the annual provincial meeting of the Incorporated Law Society in 1890, when he was the life and soul of the very successful arrangements for the comfort and entertainment of the visitors. That his death should occur almost on the eve of a similar meeting, when, as president of the local law society, he would have taken an active part in the proceedings, lends additional sadness to the recent event. We understand that the reception committee have decided, in consequence of Mr. Bramley's death, to abandon the contemplated ball.

THE USUAL announcement of impending judicial retirements, which comes as regularly during the Long Vacation as the sea serpent or the big gooseberry, has already appeared in an evening journal. The bag of departing judges is this time rather heavy. It includes, according to our contemporary, the Master of the Rolls, Lord LUDLOW, Mr. Baron POLLOCK, and, "in a certain contingency," Lord Justice LINDLEY, and also "upon conditions" Mr. Justice HAWKINS. What this contingency and these conditions are is not explained, but it may be conjectured to be the decease of the learned judges referred to; though why this contingency or condition should apply only to the two judges named, we do not profess to understand. "If these reported retirements should take place" there will (including the successor to Mr. Justice CAVE) be six appointments to be made, and our contemporary is obliging enough to supply a list of the promotions which ought to take place. One of them is stated "as of right"; another is "not improbable"; another is "very generally felt" to be proper, and others "would not be surprising." The really surprising thing is that these speculations on a speculation should be thought worthy of being put in type, and that the ingenious speculator should forget that learned judges are not very likely to spoil their Long Vacations by preparing and sending in their resignations.

THE RECENT decision of STIRLING, J., in *Re Macdonald* (45 W. R. 628) shows that Lord TENTERDEN's Act (3 Geo. 4, c. 14)

has an important effect, hitherto apparently unnoticed, upon the effect of an acknowledgment of a testator's debt given in writing by one of the executors. By that Act an acknowledgment of a simple contract debt—which, according to *Tanner v. Smart* (6 B. & C. 603), must amount to a promise to pay the debt—was declared to be ineffectual unless made in writing and signed by the party chargeable; but it was provided that, where there were two or more executors of a debtor, no one of them should be chargeable by virtue of any written acknowledgment made by another, and further that in an action commenced against the executors, if it appeared that the debt was barred as to some of them, the creditor might recover judgment against the one who had given the acknowledgment. Now before this statute it seems that an acknowledgment given by one executor did not bind the others (*Tulloch v. Dunn*, Ry. & Moo. 416; see *Scholey v. Walton*, 12 M. & W. p. 514), and since the creditor was bound to sue all the executors jointly, he was unable to get any benefit from the acknowledgment at all. The effect of the statute, however, as pointed out by STIRLING, J., in his judgment in the recent case, is to enable the creditor to get judgment against one only of the executors, and hence to the extent of such judgment he can reap the benefit of the acknowledgment; and since the judgment will be for payment out of the assets of the testator, he will in ordinary cases get all the satisfaction which he can expect. But in *Re Macdonald* this course had become impossible by reason of the circumstance that the executor who had given the acknowledgment had since died. Upon a strict reading of Lord TENTERDEN's Act it might have been possible to hold that this destroyed the creditor's remedy. STIRLING, J., considered, however, that the result of the Act was to give general effect to the written acknowledgment of one executor, subject only to the condition that the others should not thereby become personally liable. He held, accordingly, that, notwithstanding the death of the executor who had given the acknowledgment, the debt was thereby revived and was payable out of the testator's assets. Hence for the purpose of proceedings against the assets it seems that a written acknowledgment of a debt by one executor is perfectly good.

WHERE A person who has a general power of appointment over a fund appoints the fund for purposes some of which fail, it has frequently been a matter of difficulty to decide whether the fund has been by the appointment made the property of the appointor, or whether, so far as the purposes of the appointment fail, the fund goes over to the persons who are entitled in default of appointment. Suppose, for instance, that the fund is appointed among several persons, some of whom die in the lifetime of the appointor, do the shares of those so dying fall into the estate of the appointor, or do they go over as in default of appointment? In this respect a distinction has been drawn between cases where the appointment is direct to the beneficiaries, and those where it is made, in the first instance, to a trustee. The vesting of the fund in the trustee is taken as an effectual exercise of the power, and in the event of a failure among the beneficiaries, there is a resulting trust in favour of the estate of the appointor. "It seems settled," said WICKENS, V.C., in *Re Davies' Trusts* (20 W. R. 165, L. R. 13 Eq. 163), "that a testamentary appointment under a general power to A. in trust for B., which lapses, as to the beneficial interest, by B.'s death before the appointor, operates as a good appointment in favour of A., who holds on the same trusts as if it had been the appointor's own property." The same view was taken by JESSE, M.R., in *Re Van Hagan* (15 Ch. D. p. 32), where he pointed out that since a general power was for almost all purposes equivalent to property, the fair and proper result was to treat the trust as resulting to the appointor, so as to carry the property to the persons who would take his real or personal estate, as the case might be. But in cases where there is no intervention of a trustee, but the appointment is made direct to the beneficiaries, there is not the same reason for regarding the appointment as making a final disposition of the property, and unless there is some special indication that the appointor intended to make the property his own for all purposes, the appointment will take effect only so far as the objects can profit by it, and any surplus will go as upon default of appointment.

"In general," said WICKENS, V.C., in the case already referred to, "where the appointment is for a limited purpose or a purpose which fails, it would seem, on principle, that there should be no appointment at all, or none beyond the limited purpose." The authority of this case was followed recently by ROMER, J., in *Re Boyd* (45 W. R. 648). A lady was the donee of a general power of appointing by will a sum of £5,000, and there was a gift over in default of appointment. She exercised the power by appointing the fund equally between eight nephews and nieces, two of whom died in her lifetime. As to the shares of these it was held that the appointment failed, and consequently the fund, to this extent, went to the persons entitled in default of appointment.

FOR some time dissatisfaction has been felt in the commercial world at the failure of section 23 of the Patents, Designs, and Trade-Marks Act, 1883, to secure the advantage for this country of the working of patents granted in this country to foreigners. From a communication which appeared in the *Times* of the 10th inst. it seems that both in Germany and France there is in force a very simple means of securing that a foreigner shall not take advantage of the local patent law unless he actually works his patent in the country. In France a patent ceases to be valid unless it is worked in the country within two years after it has been granted. So in Germany a patent becomes void unless within three years the inventor puts his invention to practical use locally, or else grants licences on reasonable terms to other persons who may desire to use it. In both cases the foreign inventor has a sufficient period of grace during which he can, if he chooses, test the merits of his invention in his own country, but if, after the period has expired, he wishes to preserve his patent in France or Germany, he must actually work it there or allow others to do so, and thus by the employment of capital and labour make some return for the monopoly which his patent secures for him. He cannot, in other words, go on making goods with his patent in his own country and then send these goods into foreign markets under the shelter of his monopoly. The corresponding provision of our law, however, has no such simple and automatic operation. Section 23 of the Act of 1883 provides as follows: "If on the petition of any person interested it is proved to the Board of Trade that by reason of the default of a patentee to grant licences on reasonable terms—(a) the patent is not being worked in the United Kingdom; or (b) the reasonable requirements of the public with respect to the invention cannot be supplied; or (c) any person is prevented from working or using to the best advantage an invention of which he is possessed—the Board may order the patentee to grant licences on such terms as to the amount of royalties, security for payment, or otherwise, as the Board, having regard to the nature of the invention and the circumstances of the case, may deem just, and any such order may be enforced by *mandamus*." Thus the mere failure of the foreign patentee to work his patent in this country does not in any way imperil its validity. Nothing at all can be done until there has been an inquiry by the Board of Trade, and it is only as the result of such an inquiry that the patentee can be compelled to grant licences for the use of the patent. In practice, indeed, the section has never been put in force. Only four applications under it have ever been made to the Board of Trade, and these were not proceeded with. It by no means follows, however, that there have been no cases which called for interference. A deputation representing various commercial and industrial organizations in Lancashire and the country generally discussed the subject with Sir COURTHAY BOYLE, the permanent secretary to the Board of Trade, last April, and he undertook that their views should be laid before Mr. RITCHIE, but it does not appear that anything has been done in the matter so far.

THE PASSAGE along the highway of an iron casting weighing some forty-three tons is likely to be regarded with dismay by the authorities interested in the roads and bridges along the line of route, and it is not surprising that the attempt to move such a casting in Staffordshire has caused difficulty with a railway company, one of whose bridges it was proposed to use. The



casting comes from the dismantled works of an iron company, and one purchaser is said to have already sacrificed his purchase owing to the difficulty of transport. The present owner bought it for the purpose of using it at iron works some distance away, and for the past month it seems that the ponderous mass has been blocking the approach to the bridge over which the railway authorities will not allow it to proceed. The difficulty might apparently be overcome by specially propping the bridge, but this would involve some interruption of the railway traffic, and the railway company take their stand on the argument that they are only bound to provide a bridge for the ordinary traffic of the district. But, admitting this to be the extent of their obligation, it is not easy to see why they should refuse facilities for the special strengthening of the bridge. It is a matter of continual occurrence for highways to be used for extraordinary traffic, and, as is well known, provision is made for any special expense to which the highway authorities are in consequence put. The person who transports a heavy weight from one place to another must bear the necessary cost, and included in this is any extra contribution he has to make for the use of the highway. This will be an element in deciding whether the weight moved is worth the cost of carriage. But assuming that the question of expense can be got over and that there are no physical impossibilities, it does not seem that a railway company ought to have the right to stop the transit.

THE OUTRAGE committed last week on Mr. PARR, the senior partner in the firm of Messrs. JEFFERY PARR & HASSELL, solicitors, of Birmingham, by an enraged beneficiary under a will, who shot at Mr. PARR with a revolver, shows the risk solicitors may run in the discharge of their duties, and leads us rather to wonder that such events are happily so uncommon. Most solicitors must inevitably, on occasions, incur the keen resentment of violent persons of the class who are accustomed to settle their disputes by their fists; they must act against persons whose livelihood or reputation will be destroyed by the success of the proceedings; yet fortunately most people (except, perhaps, Welsh miners—see the reports of the Denbighshire election) in this law-abiding country understand that the lawyer is a mere agent. The stories which have reached us on this subject have usually related to difficulty in keeping the peace between persons representing hostile interests who attend at the solicitor's office. We recall a diverting case in which the whole force of the establishment was engaged in preventing the members of a working-class family from flying at each other's throats during an interview to settle certain arrangements as to the division of property. A stalwart articulated clerk is of great assistance on these occasions, and he usually performs these exceptional duties with more relish than the routine work to which he is accustomed.

#### THE JUDICIAL TRUSTEE RULES, 1897.

EARLY in April there appeared the draft rules under the Judicial Trustees Act, containing a provision that the rules were to come into operation on the commencement of the Act—that is, on the 1st of May. Obviously it was impossible for the rules to be finally settled by that date, but the delay has been considerable. At length, however, the rules have been issued, and we print them elsewhere.

The rules in their final form contain a number of alterations as compared with the draft, but with a few exceptions these are not of any considerable importance. The most noteworthy seem to be the following: In the draft rules it was provided that where a judicial trustee intended to sell any of the trust property he was to give notice of his intention to the court. This provision is now omitted, so that, apparently, the judicial trustee can exercise any power of sale vested in him without reference to the court. Under the draft rules a judicial trustee was not, upon the audit of his accounts, to be allowed any deduction on account of the expenses of professional assistance, or his own work or personal outlay, unless the deduction had been authorized by the court. This regulation has been somewhat relaxed, and the deduction may be allowed without the previous authority of the court if the court is satisfied that the deduction

is justified by the strict necessity of the case. The draft rules provided that applications, which in the High Court would be made by originating summons, were in the county court to be made by plaint; but if in the High Court they would be by ordinary summons, then in the county court they were to be by petition. It is now provided that in the application of the rules to the county court a petition shall take the place of a summons, whether an ordinary or an originating summons. Moreover, rule 8 of the draft rules, which empowered the court of its own motion to appoint an official of the court to be judicial trustee in cases where a judicial trustee who was sole trustee died and a new trustee was not appointed, has been withdrawn. This seems to exhaust the alterations which are of practical moment.

It may be noticed that the rules as now issued adhere to the new departure made in the draft rules with regard to the appointment of trustees and the making of vesting orders. Under R. S. O., ord. 55, r. 15A, no order appointing a new trustee, and no vesting or other order consequential upon the appointment, can be made except by the judge in person. But in the case of a judicial trustee this will not be so, and the trustee may be appointed, and any vesting order made, by the "officer of the court"—that is, in proceedings in the High Court other than proceedings in a district registry, the Chancery master; and in proceedings in a district registry, any registrar of the registry.

We have already, in commenting upon the rules in draft, explained their effect. It will be sufficient now briefly to notice their leading features. The appointment of the judicial trustee rests with the court—in the High Court with the Chancery Division—and the court must be put in motion by originating summons, unless the application is made in a pending cause or matter, when it may be made as part of the relief claimed, or by summons in the cause or matter. The most important point at this stage is the question of service on the beneficiaries, and, as the summons must be served on such (if any) of the beneficiaries as the court directs, this step cannot be taken except after application to the court. In the persons who may be appointed judicial trustees a departure is made from the ordinary practice of the court. The court is not to be precluded from appointing a beneficiary, or a relation or husband or wife of a beneficiary, or a solicitor to the trust. Moreover a person who is already a trustee may be appointed a judicial trustee of the trust. This last provision, if the court readily acts upon it, seems to offer the most likely means of bringing the new system into vogue.

Upon appointment the judicial trustee has at once to bring the details of the trust under the cognizance of the court by furnishing a complete statement of the trust property, accompanied with an approximate estimate of the income and capital value of each item. For preparing this statement a special allowance, not exceeding ten guineas, may be made. The judicial trustee is also bound to give such information to the court as may be necessary for the purpose of keeping the statement of the trust property correct for the time being. A judicial trustee, moreover, if not an official of the court, must give security to the court for the due application of the trust property, unless security is dispensed with by the court. Where sufficient provision is made for the safety of the capital of the trust property, the amount of the security is, in ordinary cases, to be an amount exceeding by 20 per cent. the income of the trust property, and any premium payable by a judicial trustee to any guarantee company on account of his security may, if the court so directs, be paid out of the trust property. Unless security is dispensed with, the appointment of the judicial trustee is not to take effect until the security has been given.

But the taking of security by no means exhausts the checks which the court has upon the judicial trustee. The bank at which he is to keep the trust account must be approved by the court, and he must without delay pay into the trust account all trust moneys coming into his hands under penalty of having to pay 5 per cent. interest for the money while he retains it. Title deeds and other documents must be deposited either with the bank or in such other custody as the court directs, and a list of such deeds and documents must be deposited in court. And it is an essential part of the new scheme that the accounts of

the trust should be audited. This will be done annually, and in ordinary cases the audit will be undertaken by the officer of the court, but where the accounts are likely to involve questions of difficulty they may be referred to a professional accountant for report. This course, however, will have the singular result of entitling the court to receive a fee equal to the amount paid to the accountant. In other words, the court insists upon being paid at expert rate for work which it does not do, and for which the paid assistance of an expert has to be procured. The accounts must be filed, and a copy or a summary of the accounts sent to such beneficiaries or other persons as the court thinks proper. Moreover, permission to inspect the accounts may be obtained on application to the court, if the nature of the relation of the applicant to the trust is such as to justify the permission being granted.

The advantages which a judicial trustee will gain are his claim to remuneration and his right of access to the court. The remuneration will be fixed by the court, and, in fixing it, regard will be had to the duties entailed upon the judicial trustee by the trust. Special allowances may be made for realizing or investing the trust property, and the court may also in any year make a special allowance to a judicial trustee if satisfied that he has had in that year exceptional trouble thrown upon him. But he is liable to forfeit the whole or part of his remuneration for failure to comply with the Act or with the rules, or with any direction of the court, and generally for any misconduct in relation to the trust.

The direct intervention of the court in the management of the trust is provided for by rule 12. The judicial trustee may at any time request the court to give him directions as to the trust or its administration. The request must be accompanied by a statement of the relevant facts and by a fee of 2s. 6d. The court may require the attendance at chambers of the trustee or any other person whose attendance is necessary or convenient for the purpose of giving any information or explanation, but this is not essential, and an answer to the trustee's inquiry may be sent without any formality. In this procedure the trustee has a cheap and easy way of saving himself from liability, and if the new system takes with the public, applications under rule 12 will probably furnish plenty of work for the officers of the court.

It is not necessary to refer in detail to the rules which provide for the removal and suspension, or for the resignation and discontinuance of the judicial trustee. The Judicial Trustees Act contemplates that the system may be applied to the administration of the estates of deceased persons, and rule 25 provides that an executor or administrator may be appointed a judicial trustee as though the administration of the estate were an ordinary trust. By rule 27 the powers of the court under the Act or the rules are to be exercised by the officer of the court, subject to the right of any party to bring any particular point before the judge. It has already been noticed that in the High Court the phrase "officer of the court" means a Chancery master. And provision is made for applying the system to district registries, to Palatine courts, and to county courts.

With the rules in their final form thus issued, the system is ready for trial, and it only remains to be seen whether it really meets any public want. As is well known, it has been adopted in imitation of the system of judicial factors which has been in operation for over half a century in Scotland. The demand for a change in the existing system of trust administration has been based upon the alleged insecurity of trust funds. Some insecurity there undoubtedly is, and this defect will be cured in the case of a trust administered by a judicial trustee. It is stated that in Scotland no single trust estate has ever lost anything by the defalcation of a judicial factor. In the few instances of dishonesty which have occurred, the loss has been made good by the sureties. But the risk to the trust funds does not, we apprehend, weigh greatly with persons who in England are interested in trusts, either as creators or beneficiaries; and, as long as private trustees are willing to give their services for nothing, the great convenience of the existing system will tell strongly against any change. It is possible, however, that a demand for change will come from trustees themselves, who will find in the new system a means, either of improving their own position as trustees or of shifting their burdens on

to the shoulders of professional trustees. We apprehend it will be the duty of the court not to place any obstacles in the way of such a change. The system has been introduced by Parliament with the object of meeting a supposed want, and it will be for the court to encourage, so far as possible, its use. It is obvious, however, that any extensive use will entail a great deal of work upon the officials of the court, and in due time provision for this will have to be made.

### SOME RECOLLECTIONS OF THE LATE MR. JUSTICE CAVE.

A CORRESPONDENT, who knew the late judge very well, has favoured us with the following notes:—

In the notices of the late Mr. Justice CAVE which I have seen, there has been no reference made to the prominent part he took, among his colleagues, in matters of internal administration. He was deeply interested in questions of the reform of our judicial practice and procedure, and wrote many valuable memoranda on the subject. It may be mentioned in this connection that he was strongly of opinion that in the Queen's Bench, as in the Chancery Division, the judge who is to try a cause should also, as far as may be possible, control all preliminary interlocutory proceedings. The circuit arrangements at present existing undoubtedly make it very difficult to secure this end. But something might be done by extending the rule recently adopted with regard to the Northern Circuit, and allocating for a period of twelve months at least the business of the various circuits to the same judges.

It is singular that a man of Mr. Justice CAVE's legal knowledge and ability should not have been engaged at any time to any extent in House of Lords appeals. But there is no record of his ever having been largely, or indeed at all, employed in them. On the other hand, he for many years had a large practice before the Judicial Committee.

On the Bench he would sometimes show a keen sense of the humorous side of affairs. I well remember an action which was tried before him wherein two old farmers were the opposing parties. One of them, the defendant, conducted his case in person, the other was represented by counsel; both were deaf. The plaintiff was subjected to a most severe cross-examination by the defendant, who was allowed to stand close under the witness-box in order to overcome, as far as possible, the infirmity which the parties shared. The cross-examination had little or nothing to do with the matter in hand, consisting as it did of violent mutual recriminations which neither party could hear. In the midst of the babel of sound produced by these proceedings, the counsel for the plaintiff ventured to make a suggestion which, had it been adopted, might have brought the matter to a speedier conclusion. But the judge would have none of it. "No, no," he said, "let the old gentlemen fight it out," and forthwith commenced writing a letter; and the old gentlemen, who during the discussion had never relaxed their efforts for an instant, were allowed to continue. At length, when he thought that sufficient latitude had been given them, the judge looked up and said shortly, "That will do," thereby practically calling "Time." The case quickly proceeded to its end, and the old warriors departed, no doubt well satisfied with their treatment.

Such latitude was, however, never given to witnesses who thought that they were smart, and tried to exhibit their smartness. These had short shrift indeed, and the curt "Don't be a fool!" has brought many such a one to a sober frame of mind.

In one action which was tried before Mr. Justice CAVE a vast array of witnesses were engaged on the side of the plaintiff. Many had appeared, but all had been characterized, with some justice, as "tainted." The following dialogue ensued between the judge and the plaintiff's counsel: "Have you no better witnesses than these, Mr. —?" "I have still a large number to call, my lord." "Then if you have any good ones bring them on soon, or else they will get 'high' as well, if you keep them in suspense too long."

### REVIEWS.

#### BOOKS RECEIVED.

The Law of Torts. A Treatise on the Principles of Obligation arising from Civil Wrongs in the Common Law. To which is added the Draft of a Code of Civil Wrongs, prepared for the Government of India. By Sir FREDERICK POLLOCK, Bart., Barrister-at-Law. Fifth Edition. Stevens & Sons (Limited). Price 25s.

The funeral of the late Mr. Justice Cave took place on the 10th inst. in the churchyard of Woodmansterne. Lady Cave was unable to attend, and the chief mourners were the three sons of the late judge, whilst a few of his nearest friends were also present. Among the numerous wreaths was one from the Lord Chief Justice and Lady Russell of Killowen.



## CORRESPONDENCE.

## COST OF CONNECTING DRAINS.

[To the Editor of the Solicitors' Journal.]

Sir,—Can any of your readers enlighten me on the following point, which must be of frequent occurrence?

An owner of property in a rural district has for several years discharged the domestic water of his property by covered pipes into the covered parish sewer. The sanitary authority for the rural district are constructing a new sewer to supersede the existing one.

Who is to pay for the cost of connecting the drains with the new sewer is the question—the owner or the local authority?

Section 24 of the Public Health Act, 1875 (38 & 39 Vict. c. 55) would seem to place the burden on the local authority.

Of course in cases where property has been drained otherwise than into a parish sewer, the owner must, it is assumed, bear the expense.

Sept. 9.

A CONSTANT COUNTRY READER

## "VOSSIONER."

[To the Editor of the Solicitors' Journal.]

Sir,—A clergyman in 1587 was described as "parson and patron and vossioner of the church and parish." Can any of your readers give the derivation and meaning of "vossioner."

Birmingham, Sept. 11.

F. A. CHATWIN.

[We do not find the word in the usual sources of information. —Ed. S.J.]

## CASES OF THE WEEK.

## Before the Vacation Judge.

COLLINS v. THE BIRMINGHAM BREWERIES (LIM.). 15th Sept.

COMPANY—ORDINARY GENERAL MEETING—NOTICES SENT TO PERSONS NOT ENTITLED TO ATTEND—VALIDITY OF MEETING—APPOINTMENT OF COMMITTEE OF INVESTIGATION—INJUNCTION.

Motion on behalf of the plaintiff, Mr. C. P. Collins, of 36, Grant-street, Birmingham, on behalf of himself and all other ordinary shareholders of the defendant company, except such as are defendants, against the Birmingham Breweries (Limited), of the Brewery, King's Heath, near Birmingham; C. Gale, of 2, Amen-corner, E.C., chairman of the company; C. Shirley Cole, of 54, Queen's-road, Twickenham; M. G. Dudley, of Oak-green, Ash Lea, Surrey, and T. Spencer, of High-street, West Bromwich, Stafford, directors, and J. A. Spencer, also of High-street, West Bromwich, Stafford, managing director of the company, for an order restraining the defendants and each of them from holding any adjournment of an ordinary general meeting of the defendant company alleged to have been held on Friday, the 30th of July, 1897, or, in the alternative, for an order directing the defendant Gale, as chairman of such meeting, to take a poll as demanded on a resolution for the adoption of the report and balance-sheet submitted to the said meeting, and in taking such poll to exclude the votes of all preference shareholders of the company, and in either alternative for an order restraining the defendants and each of them from receiving or acting upon any report of a committee of investigation purporting to have been appointed by a resolution of such meeting, and from acting upon any other resolution purporting to have been passed at such meeting. In support of the motion it was said that the company was incorporated under the Companies Act, 1862 to 1890, with memorandum and articles of association, its capital being £120,000, divided into 18,000 6 per cent. cumulative preference shares of £5 each, and 6,000 ordinary shares of £5 each. The objects of the company were (*inter alia*) to take over as going concerns certain brewery businesses in and near Birmingham. All of the preference and ordinary shares had been issued. On the 21st of July last a report and balance-sheet were issued, and a notice endorsed thereon stated that the ordinary general meeting of the company would be held at the Cannon-street Hotel on Friday, the 30th of July, and upon that date the meeting was held. The defendant Gale was in the chair, and proposed the adoption of the report and balance-sheet, the proposal being seconded by the managing director. The resolution was put to the meeting, at which both preference and ordinary shareholders voted, and the chairman declared it carried. Thereupon a poll was demanded in writing, but the chairman declined to take the poll, stating it would be out of order. A proposal was then made that a committee of investigation should be appointed. The chairman ruled that ordinary shareholders could not serve upon the committee, and upon a poll upon such ruling being demanded refused it, and after much heated discussion adjourned the meeting for two months, without the consent of the meeting or any vote having been taken. Clause 70 of the articles of association provided that "The holders of preference shares shall not be entitled to notice of or to attend or vote at any ordinary general meeting, nor shall they be entitled to notice of or to attend or vote at any extraordinary meeting, except (A) if and so long as the cumulative dividend payable on their shares shall not have been paid, and (B) in respect of any matter directly affecting the holders of preference shares as against the holders of any other class of shares of the company, either created at the time or then about to be created."

For the respondents it was submitted that any objection to the adjournment of the meeting had been waived. It was not disputed that the report and balance-sheet had not been passed. It was clearly open to any one to demand a fresh poll or to move the rejection of the balance-sheet and accounts. It was unanimously agreed that a committee of investigation should be appointed, and the only objection taken was as to the constitution of it. The chairman did not rule that ordinary shareholders could not be placed on the committee of investigation, and, in fact, one ordinary shareholder was appointed. All that the chairman did was to overrule a suggestion that a nominee of the promoters should be placed upon the committee. The action was not *bona fide*. The preference dividend had not been paid, and it was proposed by the balance-sheet that the whole £1,250 available for dividend should be carried forward instead of being paid towards the cumulative preference dividend. The preference shareholders were, therefore, within both of the exceptions (A) and (B) in clause 70, and were entitled to vote at the ordinary meetings. Further, upon the true construction of clause 70, if either of the exceptions (A) or (B) happened, the preference shareholders had a right to vote at an ordinary meeting.

BYRNE, J.—I am of opinion that the meeting was an ordinary general meeting, and that the consent of the meeting need not be signified if the chairman, with the consent of all present, declared that it was adjourned. The only question is, whether notices were not sent out to persons who had no right to attend, as well as to those who had the right. It is common ground that no effective resolution was passed at the meeting. In my opinion the fact that notices were sent to preference shareholders did not invalidate the meeting. Although I think that the preference shareholders had no right to attend an ordinary meeting, I see no reason why the right persons could not effectively attend at an adjourned meeting. As to clause 70 of the articles of association, there is a clear distinction between an ordinary general meeting and an extraordinary meeting. In my opinion the first words of clause 70, down to and including the words "ordinary general meeting," constitute a sentence in themselves, and the remainder of the clause is in contradistinction to an ordinary general meeting. A preference shareholder can be affected, if at all, in a very indirect way, by not being allowed to attend an ordinary general meeting. I therefore hold that preference shareholders are not entitled to vote at an ordinary general meeting even if their dividends have not been paid. As no effective resolution was passed, the resolution purporting to appoint a committee of investigation is invalid. I am of opinion that the plaintiff and the other shareholders on whose behalf the action is brought are not estopped from objecting to the constitution of the committee. There will therefore be no injunction restraining the defendants from holding an adjourned meeting, but the plaintiff is entitled to an injunction restraining the company from receiving or acting upon any report of the committee of investigation purporting to have been appointed at the meeting. The costs will be costs in the action.—COUNSEL, Millar, Q.C., and H. Brown; Alexander, Q.C., and Hurrell; Hayter. SOLICITORS, Stibbard, Gibson, & Co., agents for Rowlands & Co., Birmingham; Hurrell, Christopher, & Co.; G. E. Bucknill.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

SAVORY v. THE VICTORY CYCLE MANUFACTURING SYNDICATE (LIM.). 8th Sept.

COMPANY—WINDING UP—DEBENTURE-HOLDERS' ACTION—RECEIVER—APPOINTMENT OF LIQUIDATOR AS RECEIVER AND MANAGER FOR DEBENTURE-HOLDERS.

Motion on behalf of the defendants that L. B. Warrington, the receiver and manager appointed on behalf of the plaintiff and others, debenture-holders of the defendants, be discharged, and that John Baker, of Chiswell House, Finsbury-pavement, E.C., the liquidator of the said defendants, be appointed to act as receiver and manager in his place of the property, assets, and effects of the defendant company on behalf of the debenture-holders, and that the said L. B. Warrington do forthwith deliver to the said John Baker all the property, assets, and effects of the defendant company in his possession or power, including all moneys, books, and papers in his hands. And that the said L. B. Warrington may be ordered to pass his account as such receiver and manager and pay to the said John Baker the balance, if any, found due from him; the said John Baker undertaking by his counsel to pay to the said L. B. Warrington, out of the assets of the defendants, the balance, if any, found due to the said L. B. Warrington on taking such account; and that subject thereto the recognisance entered into by the said L. B. Warrington be vacated. In support of the motion it was said that upon the 20th of May, 1897, an order was made in the action (a debenture-holders' action) appointing Mr. Warrington receiver and manager. A petition was presented in the Brighton County Court to wind up the syndicate on the 31st of May, and on the 18th of June a winding-up order was made in the Brighton County Court, the official receiver being appointed provisional liquidator. On the 30th of July an order was made in the county court appointing Mr. John Baker liquidator. The total value of the property of the syndicate was estimated at £2,010, and after deducting £657, the amount due on the debentures, and £94 18s. 5d., the amount payable to preferential creditors, it was estimated that the amount available to meet the debts owing to unsecured creditors, which amounted to £2,603 1s. 10d., was £3,234 4s. 7d., leaving an estimated surplus of £581 2s. 9d., out of which provision had to be made for the costs of the action and of the liquidation. As there was a comparatively small sum owing to the debenture-holders, of whom there were only two, the estate ought not to be put to the expense of a receiver and manager as well as of a liquidator. Further, the practice of the court was to continue the liquidator as receiver and manager. *Brighton*

*Linen Co. v. South American and Mexican Co.* (1894, 1 Ch. 108). For the defendants it was submitted there was no authority in favour of the order asked for, where, as in the present case, the amount of uncalled capital was only £5: *Strong v. Curgle Press* (41 W. R. 404; 1893, 1 Ch. 288).

Byrne, J.—There is nothing whatever against Mr. Warmington. It is purely a question of convenience. The county court judge having appointed the liquidator in the winding up, it is more convenient that he should also act as receiver and manager. Having regard to the circumstances of the case and to the small amount due to the debenture-holders, there will be an order in terms of the notice of motion, and the costs will be costs in the debenture-holders' action.—COUNSEL, Mackintosh; T. Bateman Napier. SOLICITORS, Ward, Bowle, & Co; A. Tooth.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

## LAW SOCIETIES.

### MANCHESTER INCORPORATED LAW ASSOCIATION.

The annual general meeting of the members of this association was held on Thursday, the 29th of July, at their rooms, Kennedy-street, when an account of the receipts and disbursements for the year ending December, 1896 (previously audited by two of the members), was submitted and passed, and the officers and committee were elected for the ensuing year. Mr. W. G. Lord was elected president, and Messrs. C. J. E. Crome and W. H. Norton vice-presidents. The report of the committee as to the proceedings of the association for the last year was read by the honorary secretary (Mr. John Bury) and unanimously adopted.

The following are extracts from the report:—

*Members.*—The association now consists of 257 members. During the year 2 new members were elected. During the same period 2 members have resigned.

*Assize arrangements.*—The committee have continued to use their influence towards obtaining continuous sittings. Deputations from the law associations of Manchester and Liverpool have on two occasions attended Mr. Justice Kennedy, and as a practical outcome of them a judge is now named annually to deal with Lancashire cases. Mr. Justice Kennedy promised to use his influence in procuring the necessary regulations for fixing that the assizes should in future begin on the 22nd of January, the 17th of April, the 10th of July, and the 8th of November. The holding of resumed assizes has been discontinued, as the judges believe (though contrary to the expressed opinions of the deputations) that they have not worked well. Arrangements will, it is hoped, shortly be made for dealing with commercial cases in Lancashire. The draft of the new rules 4 and 5 under order 64, published in the *London Gazette* of the 14th of May last, will, when fully adopted, allow of pleadings being delivered as a matter of right during the month of October if the commission day is fixed before the 1st of December.

[NOTE.—Since this report was prepared an Order in Council has been made fixing the dates of the assizes as above suggested.]

*Point of practice.*—The former practice in this district was that where land or buildings were sold for a consideration, consisting partly of a chief rent issuing out of the land sold and partly for money, the purchaser's solicitors should prepare the deed. The committee, in December, 1889, sought to modify this local practice with a view to obviating an apparent inconsistency between it and the wording of Schedule I, part 2, of the order made under the Solicitors' Remuneration Act, 1881. As it has been found that the alteration of the local practice suggested by the committee has not been largely adopted, and in some cases was oppressive to purchasers, the committee have rescinded the resolution of 1889.

*Stamps on transfers of mortgages.*—Further correspondence has passed between the Commissioners of Inland Revenue, the committee, and the Council of the Incorporated Law Society of the United Kingdom with a view to getting the Commissioners to issue a circular to the profession stating definitely on what principle they now act with reference to the stamps to be impressed on transfers of mortgages (where part of the original loan has been repaid, or the loan or security otherwise dealt with), as well as on the ultimate reconveyance, and extending the time for impressing further stamps on old deeds so as to make them conform to the present practice of the Inland Revenue. The Commissioners have declined to do more than extend the time for stamping such transfers and reconveyances to the end of the current year.

*Stamps on deeds relating to the sale of all or part of the site out of which a chief rent is reserved or of second chief rents.*—The Commissioners of Inland Revenue have during the past year changed their practice with reference to these deeds, and now insist that where less than the whole of the original site is sold off, whether subject to the original chief rent or a proportionate part of it or a new chief rent, and with or without a money consideration, an *ad valorem* stamp must be impressed calculated upon twenty years' purchase of the chief rent and the money consideration (if any). They have also intimated that on the sale of a second chief rent twenty years' purchase of the first chief rent should be added to the actual purchase-money in calculating the *ad valorem* stamp to be impressed on the deed. Considerable correspondence has passed on the subject, but the committee have been unable to ascertain on what grounds the change of practice has been made, and can only recommend that, to avoid difficulties hereafter, all deeds relating to the sale of land or buildings or chief rents subject to previously existing chief rents should be adjudicated. It would be desirable to obtain a judicial decision on the point, but the expense would be considerable, and, if contrary to the present views of the Commissioners, the Stamp Act might be modified in the next session,

in which case the decision would be of little future benefit, and the expense incurred in obtaining it would be to a large extent wasted. The committee consider that the Commissioners of Inland Revenue should strive to simplify as much as possible the work of solicitors in collecting stamp duty for the Revenue, and that an unfair burthen is thrown on them if the settled practice of many years is liable to be suddenly reversed and altered. It is also a great hardship on the public, as many deeds may hereafter be found to be improperly stamped and subject to penalties through such change of practice.

## NEW ORDERS, &c.

### RULES UNDER THE JUDICIAL TRUSTEES ACT, 1896.

1. *Short title.* The following Rules may be cited as the Judicial Trustees Rules, 1897, and shall apply as far as practicable to all matters and proceedings under the Judicial Trustees Act, 1896 (in these Rules called the Act).

#### Appointment of Judicial Trustees.

2. *Mode of making application.* An application to the Court to appoint a judicial trustee shall be in the Chancery Division, and

(a) if not made in a pending cause or matter, shall be made by originating summons; and

(b) if made in a pending cause or matter, shall be made as part of the relief claimed, or by summons in the cause or matter.

3. *Service of summons.* (1.) The summons shall be served,—

(a) where the application is made by or on behalf of a trustee, on the other trustee (if any); and

(b) where the application is made by or on behalf of a beneficiary, on the trustees (if any),

and in either case on such (if any) of the beneficiaries as the Court directs.

(2.) Where the application is made by or on behalf of a person creating or intending to create a trust, the summons, subject to any direction of the Court, need not be served on any person.

(3.) The Court may give any directions it thinks fit, either dispensing with the service of the summons on any person on whom it is required to be served under this Rule, or requiring the service of the summons on any person on whom it is not required to be served under this Rule.

4. *Statement to be supplied on application.* (1.) Where an application is made for the appointment of a judicial trustee by originating summons, the applicant must, when he takes out the summons, supply for the use of the Court a written statement signed by him containing the following particulars so far as he can gain information with regard to them:—

(a.) A short description of the trust and the instrument by which it is, or is to be, created, and of the relation which the applicant bears to the trust;

(b.) If a person is nominated as a judicial trustee the name and address of the person nominated, and short particulars of the reasons which lead to his nomination;

(c.) If a person is nominated as a judicial trustee, a statement whether it is proposed that the person nominated should be remunerated or not;

(d.) Short particulars of the trust property, with an approximate estimate of its income, and capital value;

(e.) Short particulars of incumbrances (if any) affecting the trust property;

(f.) A statement whether it is proposed that the judicial trustee should be a sole trustee or should act jointly with other trustees;

(g.) Particulars as to the persons who are in possession of the documents relating to the trust;

(h.) The names and addresses of the beneficiaries and short particulars of their respective interests;

(i.) Any exceptional circumstances specially affecting the administration of the trust.

(2.) An affidavit by the applicant verifying the statement shall be sufficient *prima facie* evidence of the particulars contained in the statement.

(3.) Where the applicant cannot gain the information necessary for making the required statement on any point, he must mention the fact in his statement.

5. *Removal of restriction as to appointment of certain persons to be trustees.* (1.) The Court shall not be precluded by any existing practice as to the appointment of trustees from appointing any person to be a judicial trustee by reason of that person being a beneficiary, or a relation or husband or wife of a beneficiary, or a solicitor to the trust or to the trustee or to any beneficiary, or a married woman, or standing in any special position with regard to the trust.

(2.) A person may be appointed to be a judicial trustee of a trust although he is already a trustee of the trust.

6. *Vesting orders.* On the appointment of any person to be judicial trustee the Court shall make such vesting or other orders and exercise such other powers as may be necessary for vesting the trust property in the judicial trustee either as sole trustee or jointly with other trustees as the case requires.

#### Appointment of Official of Court to be Judicial Trustee.

7. *Official judicial trustee.* (1.) Where an official of the Court is appointed judicial trustee, the official solicitor of the court shall (subject to the provisions hereinafter contained in rules twenty-nine, thirty, and thirty-one), be so appointed, unless, for special reasons, the Court directs that some other official of the Court should be so appointed.



(2.) Any official of the Court appointed to be a judicial trustee shall, on his ceasing to hold office, cease to be such a trustee without any formal resignation.

(3.) Where an official of the Court is judicial trustee, any trust property vested in or held by him, shall be vested in and held by him under his official title and not in his own name.

(4.) Where an official of the Court appointed to be a judicial trustee of a trust dies, or ceases to hold office, his successor in office shall, unless the Court otherwise directs, become judicial trustee of the trust without any order of the Court or formal appointment, and the trust property shall, without any conveyance, assignment, or transfer, in such a case become vested in the successor as it was vested in his predecessor in office.

(5.) For the purpose of the definition of "official of the Court," in section five of the Act, any paid office in or connected with the court shall be a prescribed office.

#### *Administration of the Trust.*

8. *Statement of trust property.* (1.) A judicial trustee must, unless in any case the Court considers that it is unnecessary, as soon as may be after his appointment, furnish the Court with a complete statement of the trust property, accompanied with an approximate estimate of the income and capital value of each item.

(2.) It shall be the duty of the judicial trustee to give such information to the Court as may be necessary for the purpose of keeping the statement of the trust property correct for the time being.

9. *Security.* (1.) A judicial trustee, if not an official of the Court, must give security to the Court for the due application of the trust property, unless the Court dispenses with security under this rule.

(2.) The Court may, on the appointment of a judicial trustee, or at any time during his continuance in office as judicial trustee, dispense with security on the application either of the person who is to be appointed or is judicial trustee, or of any person appearing to the Court to be interested in the trust, and shall do so where a judicial trustee is appointed on the application of a person creating or intending to create a trust, and that person desires that security should be dispensed with, unless for special reasons the Court consider that security is in such a case necessary or desirable.

(3.) The security must be given, either by recognizance, bond, or otherwise, as the Court directs, and with such sureties as the Court approves.

(4.) If the Court is satisfied that sufficient provision is made for the safety of the capital of the trust property, the amount of the security shall, in ordinary cases, be an amount exceeding by twenty per centum the income of the trust property as estimated by the Court.

(5.) The Court may at any time require that the amount or nature of the security given by a judicial trustee under this rule be varied, or that security be given where it has previously been dispensed with, and a judicial trustee shall comply with any such requirement.

(6.) It shall be a condition of every recognizance, bond, or other form of security given under this rule that the judicial trustee shall give immediate notice to the Court of the death or insolvency of any of his sureties.

(7.) Any recognizance, bond, or other form of security given for the purpose of this rule may be vacated in such manner and subject to such conditions as the Court may direct.

(8.) Where security is not dispensed with, the appointment of a person to be judicial trustee shall not take effect until he has given the security required by the Court under this rule.

(9.) Any premium payable by a judicial trustee to any guarantee company on account of his security may, if the Court so directs, be paid out of the trust property.

10. *Trust account at bank and custody of documents.* (1.) When a judicial trustee is appointed, a separate account for receipts and payments on behalf of the trust must be kept in the name of the trustees at some bank approved by the Court.

(2.) All title deeds and all certificates and other documents which are evidence of the title of the trustee to any of the trust property shall be deposited either with that bank or in such other custody as the Court directs.

(3.) The deeds or documents must be deposited in the names of the trustees, and the judicial trustee must give notice to the body or person with whom the deeds or documents are so deposited not to deliver any of them over to any person except on a request signed by the judicial trustee and countersigned by the officer of the Court, and also to allow any person authorized by the officer of the Court in writing to inspect them during business hours.

(4.) The judicial trustee must deposit with the Court a list of all deeds or documents deposited in any custody in pursuance of this rule, and must give information to the Court from time to time of any variation to be made in the list.

(5.) The judicial trustee must, if at any time directed by the Court, give an order to the bank at which the trust account is kept not to pay at any one time any sum over a specified amount out of the trust account except on an order countersigned by the officer of the Court.

(6.) Any payments on account of the income of the trust property may be provided for by means of a standing order to the bank at which the trust account is kept.

(7.) The Court may give such directions to the judicial trustee as may, in the opinion of the Court, be necessary or expedient for carrying this rule into effect, and for securing the safety of the trust property.

(8.) Where an official of the court is judicial trustee, the Court may direct that, instead of a separate account of the receipts and payments on behalf of the trust being kept at some bank approved by the Court, all

receipts on behalf of the trust may be dealt with, and all payments on behalf of the trust may be made, in such manner, and subject to such regulations as to the accounts to be kept of the receipts and payments and the procedure to be followed in dealing therewith, as the Treasury direct.

11. *Judicial trustee not to keep money in his hands.* A judicial trustee must pay all money coming into his hands on account of his trust without delay to the trust account at the bank, and if he keeps any such money in his hands for a longer time than the Court considers necessary, shall be liable to pay interest upon it at such rate not exceeding five per centum as the Court may fix for the time during which the money remains in his hands.

12. *Directions to judicial trustees.* (1.) A judicial trustee may at any time request the Court to give him directions as to the trust or its administration.

(2.) The request must be accompanied by a statement of the facts with regard to which directions are required, and by the fee required under these rules in respect of a communication from the Court with regard to the administration of the trust.

(3.) The Court may require the trustee or any other person to attend at chambers if it appears that such an attendance is necessary or convenient for the purpose of obtaining any information or explanation required for properly giving directions, or for the purpose of explaining the nature of the directions.

13. *Power to dispense with formal evidence.* The Court, if satisfied that there is no reasonable doubt of any fact which affects the administration of a trust by a judicial trustee, may give directions to the judicial trustee to act without formal proof of the fact.

#### *Accounts and Audit.*

14. *Accounts and audit.* (1.) The Court shall give directions to a judicial trustee as to the date to which the accounts of the trust are to be made up in each year, and shall fix in each year the time after that date within which the accounts are to be delivered to it for audit.

(2.) The accounts shall in ordinary cases be audited by the officer of the court, but the Court, if it considers that the accounts are likely to involve questions of difficulty, may refer them to a professional accountant for report, and order the payment to him of such amount in respect of his report as the Court may fix.

15. *Filing and inspection of accounts.* (1.) The accounts of any trust of which there is a judicial trustee, with a note of any corrections made upon the audit, shall be filed as the Court directs.

(2.) The judicial trustee shall send a copy of the accounts, or, if the Court thinks fit, of a summary of the accounts, of the trust to such beneficiaries or other persons as the Court thinks proper.

(3.) The Court may, if it thinks fit, having regard to the nature of the relation of the applicant to the trust, allow any person applying to inspect the filed accounts so to inspect them on giving reasonable notice to the officer of the court.

16. *Deductions allowed.* A judicial trustee shall, unless the Court otherwise directs, be allowed on the audit of his accounts deductions made on account of his remuneration and allowances under these rules and also on account of the fees paid by him under these rules, but shall not be allowed any deduction on account of the expenses of professional assistance, or his own work or personal outlay, unless the deduction has been authorised by the Court in pursuance of the Act or the Court is satisfied that the deduction is justified by the strict necessity of the case.

#### *Remuneration and Allowances.*

17. *Remuneration of judicial trustee.* (1.) Where a judicial trustee is to be remunerated the remuneration to be paid to him shall be fixed by the Court, and may be altered by the Court from time to time.

(2.) In fixing the remuneration, regard shall be had to the duties entailed upon the judicial trustee by the trust.

(3.) The Court may make, if it thinks fit, special allowances to judicial trustees for the following matters, to be paid out of the trust property—

(a) for the statement of trust property prepared by a judicial trustee on his appointment, an allowance not exceeding ten guineas;

(b) for realizing and reinvesting trust property, where the property is realized for the purpose of reinvestment, an allowance not exceeding one and half per centum on the amount realized and reinvested.

(c) for realizing or investing trust property in any other case, an allowance not exceeding one per centum on the amount realized or invested.

(4.) The Court may also in any year make a special allowance to a judicial trustee, if satisfied that in that year more trouble has been thrown upon the trustee by reason of exceptional circumstances than would ordinarily be involved in the administration of the trust.

(5.) Where a trustee is remunerated, any allowance under this rule may be paid in addition to his remuneration.

(6.) Any remuneration or allowance payable to a judicial trustee shall be paid or allowed to him at such times and in such manner as the Court directs.

18. *Application of remuneration of official of the court.* Where an official of the court is appointed to be a judicial trustee, any remuneration, allowances, or other payments payable to him on account of his services as trustee shall be paid, accounted for, and applied in such manner as the Treasury direct.

19. *Forfeiture of remuneration.* (1.) If the Court is satisfied that a judicial trustee has failed to comply with the Act, or with these Rules,

or with any direction of the Court or officer of the court made in accordance with the Act or these rules, or has otherwise misconducted himself in relation to the trust, the Court may order that the whole or any part of the remuneration of the trustee be forfeited.

(2.) This rule shall not affect any liability of the judicial trustee for breach of trust or to be removed or suspended.

(3.) A judicial trustee shall have an opportunity of being heard by the Court, before any order is made for the forfeiture of his remuneration or any part of it.

#### *Removal and Suspension of Judicial Trustees.*

20. *Suspension of judicial trustee.*] (1.) The Court may at any time, either without any application or on the application of any person appearing to the Court to be interested in the trust, suspend a judicial trustee, if the Court considers that it is expedient to do so in the interests of the trust, and a judicial trustee while suspended shall not have power to act as trustee.

(2.) When a judicial trustee is suspended the Court shall cause notice to be given to such of the persons appearing to the Court to be interested in the trust as the Court directs, and also to the persons having the custody of the trust property, and shall give any other directions which appear necessary for securing the safety of the trust property.

21. *Removal of judicial trustee.*] (1.) The Court may, either without any application or on the application of any person appearing to the Court to be interested in the trust, remove a judicial trustee if the Court considers that it is expedient to do so in the interests of the trust.

(2.) Any application to remove a judicial trustee must be made by summons.

(3.) A judicial trustee shall not be removed by the Court without an application for the purpose, except after notice has been given to him by the Court of the grounds on which it is proposed to remove him, and of the time and place at which the matter will be heard.

(4.) The Court shall cause a copy of the notice to the trustee to be sent to such of the persons appearing to the Court to be interested in the trust as the Court directs, and the same procedure shall be followed in the matter so far as possible as on a summons to remove a judicial trustee.

22. *Inquiry into conduct of judicial trustee.*] Where an inquiry into the administration by a judicial trustee of any trust, or into any dealing or transaction of a judicial trustee is ordered, the inquiry shall, unless the court otherwise directs, be conducted by the officer of the court, and he shall have the same powers in relation thereto as he has in relation to any other inquiry directed by the Court.

#### *Resignation and Discontinuance of Judicial Trustees.*

23. *Resignation of judicial trustee.*] (1.) If a judicial trustee desires to be discharged from his trust he must give notice to the Court, stating at the same time what arrangements it is proposed to make with regard to the appointment of a successor.

(2.) The Court shall give facilities for the appointment on a proper application of an official of the court to be judicial trustee in place of a judicial trustee who desires to be discharged, in cases where no fit and proper person appears available for the office, or where the Court considers that such an appointment is convenient or expedient in the interests of the trust.

24. *Discontinuance of judicial trustee.*] (1.) Where there is a judicial trustee of a trust, the Court may at any time, on the application made by summons of any person appearing to the Court to be interested in the trust, order that there shall cease to be a judicial trustee of the trust, whether the person who is judicial trustee continues as trustee or not.

(2.) If the Court is satisfied that all the persons appearing to the Court to be interested in the trust concur in an application under this Rule, the Court shall accede to the application, and in any case shall ascertain as far as may be the wishes of those appearing to the Court to be interested in the trust with regard to the application.

(3.) Where an order is made under this Rule, the Court shall make all such orders as may be necessary for carrying it into effect, and where in pursuance of any such order a new trustee is appointed in the place of an official of the court, shall make all such vesting or other orders and exercise all such other powers as may be necessary for vesting the trust property in the new trustee either as sole trustee or jointly with other trustees as the case requires.

#### *Special Trusts.*

25. *Executors and administrators.*] (1.) Any person who is an executor or administrator may be appointed a judicial trustee for the purpose of the collection and distribution of the estate of a deceased person in the same manner and subject to the same provisions as in the case of an ordinary trust.

(2.) Where an administrator has given an administration bond, he need not give security as a judicial trustee under these rules unless the Court directs that he is to do so.

26. *Special trusts.*] (1.) An official of the court shall not be appointed or act as judicial trustee for any persons in their capacity as members or debenture-holders of, or being in any other relation to, any incorporated or unincorporated company, or any club.

(2.) Where the circumstances of any trust of which an official of the court is a judicial trustee, or of which it is proposed to appoint an official of the court to be a judicial trustee, involve the carrying on of any trade or business, special intimation of the fact shall be given to the Court either by the judicial trustee or by the person making the application for the appointment of the judicial trustee, as the case may be, and the Court shall specially consider the facts of the case with a view

to determining whether the official of the court should continue or be appointed as judicial trustee, and whether any special conditions should be made or directions given with a view to ensuring the proper supervision of the trade or business.

#### *Exercise of the Powers of the Court.*

27. *Exercise of powers of Court.*] For the purpose of the Act or these Rules the officer of the court may exercise any power which may be exercised by the Court (including the power of making an order for the appointment of a judicial trustee or making any vesting order), and may perform any duty to be performed by the Court, and may hear and investigate any matter which may be heard or investigated by the Court, subject in any case to the right of any party to bring any particular point before the judge.

28. *Communication between judicial trustee and Court.*] (1.) It shall not be necessary to take out a summons for any purpose under the Act or these Rules, except in cases where a summons is required by these Rules, or where the Court directs a summons to be taken out.

(2.) Where a judicial trustee desires to make any application or request to the Court, or to communicate with the Court as to the administration of his trust, he may do so by letter addressed to the officer of the court without any further formality.

(3.) The Court may give any direction to a judicial trustee with regard to the administration of his trust by letter signed by the officer of the court, and addressed to the trustee without drawing up any order or formal document.

(4.) For the purpose of the attendance at chambers of the judicial trustee or any other person connected with the trust for purposes relating to the administration of the trust, the officer of the court may make such appointments as he thinks fit by letter without the service of formal notices.

(5.) Any document may be supplied for the use of the Court by leaving it with, or sending it by post to, the officer of the court.

#### *District Registries.*

29. *District Registries.*] (1.) An originating summons under these Rules, for the purpose of an application to appoint a judicial trustee, may be sealed and issued in a district registry, and appearances thereon shall be entered in that registry.

(2.) Where a judicial trustee of a trust is appointed on an originating summons taken out in a district registry, or an application in any case or matter pending in a district registry, all proceedings with respect to the trust and the administration thereof under the Act or these Rules shall, unless the Court otherwise directs, be taken in the district registry.

(3.) Where proceedings under the Act or these Rules are taken in the district registry, the official of the court to be appointed judicial trustee where an official of the court is to be so appointed, shall not be the official solicitor, unless the Court for special reasons otherwise directs.

(4.) For the purpose of the Act and these Rules the Court may transfer any trust of which there is a judicial trustee from a district registry to London, or from London to a district registry, or from one district registry to another district registry, according as it appears convenient for the administration of the trust.

#### *Palatine Courts.*

30. *Palatine Courts.*] (1.) These Rules shall apply to a Palatine court as respects trusts within the jurisdiction of that court, subject to such modifications (if any) as may be made by rules of that court for the purpose of making these rules properly applicable having regard to any special practice of the court, or to the duties of the officers attached to the court.

(2.) Where proceedings under the Act or these Rules are taken in the Palatine court, the official of the court to be appointed judicial trustee where an official of the court is to be so appointed, shall not be the official solicitor, unless the Palatine court for special reasons otherwise directs.

#### *County Courts.*

31. *County court jurisdiction.*] (1.) For the purpose of the Act and these Rules the jurisdiction of the county court judge shall extend to any trust in which the trust property does not exceed in value five hundred pounds, as if that jurisdiction had been given under section sixty-seven of the County Courts Act, 1888 (51 & 52 Vict. c. 43), but that jurisdiction shall be exercised only in a metropolitan county court, or in a county court for the time being having bankruptcy jurisdiction.

(2.) Where the district of any county court (other than a metropolitan county court) or any part of such a district, is attached for the purpose of bankruptcy jurisdiction to some court other than the county court of the district, that district or part shall be attached to the same court for the purpose of jurisdiction under the Act and these Rules.

(3.) Where proceedings under the Act or these Rules are taken in the county court, the official of the court to be appointed judicial trustee, where an official of the court is to be so appointed, shall not be the official solicitor, unless the Court for special reasons otherwise directs.

(4.) In the application of these Rules to the county court a petition shall be substituted for a summons, whether an ordinary or an originating summons.

(5.) For the purposes of this Rule the expression "Metropolitan County Court" means any of the county courts mentioned in the third schedule of the Bankruptcy Act, 1883 (46 & 47 Vict. c. 52).

#### *Fees.*

32. *Fees.*] (1.) The fees mentioned in the schedule to these Rules shall be paid in respect of the matters therein mentioned.



(2) The fees paid by a judicial trustee may be deducted out of the income of the trust property unless the Court otherwise directs.

(3) Any fees payable under these Rules may be remitted by post, and may be so remitted in any manner except by means of postage stamps or coin.

(4) All fees payable under these Rules in the High Court, Palatine court, or county court shall, except as provided by these Rules, be subject to similar provisions as to payment, account, and application as other fees payable in those Courts respectively.

#### Officer of the Court.

33. Meaning of "officer of Court." In these Rules the expression "officer of the Court" means—

(a) as regards proceedings in the High Court other than proceedings in a district registry the Chancery Master, that is to say, the Master attached to the chambers of the Judge of the Chancery Division to whom the matter is assigned; and

(b) as regards proceedings in a district registry, any registrar of that registry; and

(c) as regards proceedings in a Palatine court, any registrar of that court;

(d) as regards proceedings in the county court, the registrar of the county court.

#### Supplemental.

34. Rules to be construed as part of the general Rules of Court. These Rules shall be construed, so far as they relate to the High Court, as one with the Rules of the Supreme Court, 1883, and any Rules amending those Rules, so far as they relate to a Palatine court, as one with the rules of that court, and so far as they relate to the county court, as one with the County Court Rules, 1889, and any rules amending those rules.

35. Application of Interpretation Act, 52 & 53 Vict. c. 63. The Interpretation Act, 1889, shall apply for the purpose of the interpretation of these Rules as it applies for the purpose of the interpretation of an Act of Parliament.

(Signed) HALSEBURY, C.

August 31, 1897.

#### SCHEDULE.

##### FEES.

The following fees shall be payable under these Rules—

	£	s.	d.
1. In respect of any thing or matter for which a fee is provided under the Orders in force for the time being with regard to Supreme Court, Palatine court, or county court, fees, as the case may be	The fee so provided.		
In respect of any communication from the Court with regard to the administration of the trust	0	2	6
For filing the statement of the trust property	0	10	0
For filing any alteration in the statement	0	5	0
For filing the accounts of the trust	0	5	0
For filing any other document relating to the trust	0	2	6
For auditing the accounts of the trust when audited by the officer of the court, for every £100 or fraction of £100 of the gross amount received as income of the trust without deducting any payments	0	2	6
On the audit of the accounts of the trust where they are referred to a professional accountant for report	A fee equal to the amount paid to the accountant		
On the inspection of filed accounts for each hour or part of an hour occupied	0	2	6
not exceeding on one day	0	10	0

#### TRANSFER OF ACTIONS.

##### ORDER OF COURT.

Monday, the 6th day of September, 1897.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby Order that the Actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

#### SCHEDULE.

Mr. Justice Stirling (1897—E.—No. 762).

In the Matter of the Epstein Electric Accumulator Co. (Lim) John Wood v The Epstein Electric Accumulator Co (Lim.)

Mr. Justice Stirling—1897—H.—No. 2,652.

In re H. Heinze & Co. (Lim) Thomas Herbert Edward Foord v H. Heinze & Co. (Lim.) HALSEBURY, C.

## LEGAL NEWS.

### OBITUARY.

Mr. HERBERT BRAMLEY, solicitor, Town Clerk of Sheffield, died at Brussels on Monday last, on his return from a holiday in Germany. He had caught a chill, and was compelled to stay at Brussels. At first his indisposition was looked upon as only temporary, but on Monday evening he became rapidly worse, and died about 10 o'clock that night. Mr. Bramley, who was fifty-five years of age, was the only son of the late Mr.

Edward Bramley, the first Town Clerk of Sheffield. He was articled to his father, and was admitted in 1865, in which year his father died. He at once became a partner in the firm of Gainsford & Bramley, which was established in 1813. After 1870 Mr. Bramley practised for some time without a partner, but his eldest son, Mr. Edward Bramley, M.A., was articled to him in 1888, afterwards entering into partnership with his father as Herbert Bramley & Son. About two years ago Mr. Bramley was appointed Town Clerk of Sheffield, and, says the *Sheffield Daily Telegraph*, he devoted himself to the discharge of the duties of the office with the vigour for which he had been known, and brought to bear on the accomplishment of difficult and complex business the ripe and mature judgment of one well versed in municipal affairs, and of one who, moreover, added to that knowledge the advantage of a keen, acute legal mind. Mr. Bramley had previously been a member of the Sheffield Town Council and subsequently an alderman, and acted for many years as "whip" for the Conservative members of the council. In connection with the Sheffield and District Incorporated Law Society, Mr. Bramley's labours were unremitting. He was its first honorary secretary, and retained that post until his appointment as town clerk. We can testify, from the experience of several years, how assiduously in one respect Mr. Bramley performed his duties in connection with the society. The papers and reports issued by the council were invariably punctually sent for publication, and were occasionally accompanied by private suggestions of great value. When the Incorporated Law Society visited Sheffield, in 1880, and held one of its most successful provincial meetings, Mr. Bramley's great exertions were recognized by the presentation to him of a handsome gold watch. At the last annual meeting of the Sheffield Law Society Mr. Bramley was elected president, and since his election he had taken an active part in the arrangements for the ensuing provincial meeting and the details connected with entertaining the visitors. Mr. Bramley was a lover of the fine arts and had a good collection of oils and water-colours. He was also (says the *Sheffield Daily Telegraph*) an enthusiastic collector of works on logarithms. For over thirty years he devoted himself to this collection, and his library of nearly 300 books is unique, at any rate in the neighbourhood. It embraces works in Latin, Italian, French, Dutch, and German.

Sir WILLIAM WINDYER, LL.D., formerly senior Puisne Judge of the Supreme Court of New South Wales, died on Saturday at Bologna, at the age of sixty-three. He was called in 1857 to the New South Wales Bar, and in 1859 he was appointed Crown Prosecutor for the country districts. In December, 1870, he was appointed Solicitor-General, and held that office up to May, 1872. He subsequently held the office of Attorney-General for two periods and was appointed to a Puisne Judgeship. In 1890 he received the honour of knighthood; and, after eighteen years' service on the Bench, he resigned his Judgeship in August, 1896.

Mr. GEORGE HARRY PIPER, solicitor, Registrar of the Ledbury County Court, died on the 26th ult. at the age of seventy-eight. Mr. Piper was admitted in 1849, and immediately established a practice in Ledbury, which was continued to the time of his death, Mr. C. E. Lilley being taken in as partner in 1886. He was appointed registrar of the county court in 1865. Mr. Piper was a Fellow of the Geological Society, and during the greater portion of his life was an ardent geologist, his collection of local fossils, which he was at all times pleased to show to those interested in the science, being exceptionally fine. For many years he was the principal Conservative agent in the district, and he had taken part in all the contested elections of his own and the adjoining constituencies for the last half-century.

### APPOINTMENTS.

Mr. GEORGE EUGENE SOLOMON, solicitor, 8-10, Great Saint Helens, E.C., and West Hampstead, has been appointed a Commissioner to take Affidavits, Declarations, &c., in England for the North-West Territories of Canada.

Dr. EDWIN FRESHFIELD, solicitor, of the firm of Messrs. Freshfields & Williams, 5, Bank-buildings, has accepted the office of Solicitor to the Poor Clergy Relief Corporation.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTIONS.

EVAN COLEMAN DAVIES and EDWARD HARRIS ROACH, solicitors (Davies & Roach), Wells and Glastonbury. June 30. [*Gazette*, Sept. 10.]

THOMAS STEPHENSON SIMPSON, EDWARD OVEREND SIMPSON, and WALTER EDWARD DENHAM, solicitors (Simpsons & Denham), Leeds. The said Thomas Stephenson Simpson and Richard Overend Simpson will continue to practise in partnership at 47, Albion-street, Leeds, under the style of Simpson & Simpson, the said Walter Edward Denham will practise on his own account at 37A, Albion-street, Leeds. Sept. 10. [*Gazette*, Sept. 14.]

### GENERAL.

Master Macdonell has been elected at St. Petersburg a member of the Institut International de Statistique.

An outrage was committed on the 9th inst. upon Mr. Jeffery Farr, the senior partner in the firm of Messrs. Jeffery Farr & Hasell, solicitors, of Birmingham, at the firm's offices. The assailant was a man named Hubert James Smart, a brickmaker, with whose family Mr. Farr had been connected as lawyer. Mr. Farr and Smart had had several altercations with regard to the administration of an estate left by the latter's father, and during a somewhat stormy interview Smart

produced a revolver and pointed it at the solicitor. The latter sprang upon his frantic client, and there was immediately a report, announcing the discharge of the revolver. Mr. Hasell and Mr. Pike, the latter a managing clerk to the firm, came at once to the assistance of Mr. Parr, and overpowered Smart, who was handed over to the police. When Mr. Parr was examined it was found that he had only a flesh wound on the left side of his jaw, and it is thought that the injury was caused by the hammer of the pistol during the struggle, and that the bullet did not strike him. There is a possibility, however, that the bullet did graze the flesh. Four cartridges were found loose in the prisoner's pocket, and eight others in a purse.

The *Albany Law Journal* says that, while the introduction of the typewriter into the field of law is one of those modern improvements which has greatly tended to facilitate business, there is a danger which ought to be guarded against arising from the ephemeral character of some of the work done on typewriting machines. One of the important requisites of most legal documents is permanency, and yet documents are frequently struck off on such machines whose legibility will not endure beyond a very few months. The copies produced by means of carbon sheets are especially open to this objection, and instruments typewritten in this way will, in a comparatively short time, become quite illegible. The reckless use of these carbon copies for agreements of any importance is very much to be deprecated, and the use of such prints for pleadings and other documents required to be filed in court should be prohibited.

The *Sydney Law Chronicle* says: A few years ago, in the country, a case of sheep-stealing came on for trial before a well-known judge and the usual jury. Counsel for the prisoner thus concluded his address to the jury: "Gentlemen, on the chalky cliffs of Dover stands a little cottage, in which dwell a poor old man and his wife—a fond old couple. For years they have day after day awaited the return of their only child, their son, the only prop to their old age; their son who had years ago gone away to this sunny land to earn an honest livelihood, and to be a blessing and a comfort to his aged parents. Gentlemen, this son was on the point of returning to the loved ones when this cruel prosecution was instituted. I treat you, sirs, to think of the aching voids which you will cause in his parents' hearts should you convict my client of this charge. Do not, gentlemen, by a hasty and unconsidered decision, be the means of preventing this much-suffering man from receiving the loved embrace of his parents." The jury returned a verdict of guilty. The presiding judge, in addressing the prisoner, said: "Prisoner at the bar, you have been found guilty of the crime of sheep-stealing. The sentence of the court is that you be imprisoned for the term of five years' penal servitude; but, as it is impossible for me to resist the touching appeal of your advocate 'not to keep you from your beloved and loving parents,' I now order that you serve the first three years in Berrima gaol. There you will no doubt meet your father, who is serving a sentence for horse-stealing. The other two years you will serve in Maitland gaol, where your loving mother is serving a sentence for assaulting your father with intent to do grievous bodily harm. Remove the prisoner."

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.**—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

## THE PROPERTY MART.

### RESULT OF SALE.

#### REVERSIONS, LIFE POLICIES, AND SHARES.

The following Interests were sold at Messrs. H. E. FOSTER & CRAWFIELD'S 608rd Periodical Sale at the Mart, E.C., on Thursday last:—

REVERSIONS:	£	s.	d.
Absolute to £1,350 New Consols: life 79	1,090	0	0
Absolute to £1,456 Cash and on Mortgage: life 69	575	0	0
To one-seventh of about £80,986 Consols and Colonial			
Railway Stocks: life 66	3,725	0	0
POLICIES OF ASSURANCE:			
For £1,000: life 43, payable at age 60 or previous death	355	0	0
For £200: life 57	125	0	0
For £2,400: life 67	1,960	0	0
For £200: life 67	175	0	0
SHARES:			
Royal Agricultural Hall Co. (Limited), 15 Shares of £10 each fully paid	227	2	6

## WINDING UP NOTICES.

London Gazette.—FRIDAY, SEPT. 10.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

**CLIMAX WELDLESS TUBES, LIMITED.**—Creditors are required, on or before Oct 25, to send their names and addresses, with full particulars of their debts or claims, to Mr. William Smedley Aston, 7, Newhall st., Birmingham. Smith-Fincent & Co, 8, Bennett's hill, Birmingham, solvers to the liquidator. (The above-named company is in liquidation on the sale of the business to Tubes, Limited.)

**LONDON PURCHASE SYNDICATE, LIMITED.**—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Alexander Hall Downes, 28 & 29, 86 Swinburn's lane. Millington & Drew, 64 Winchester st., solvers to liquidator.

**NATION'S TREASURE, COOLGARDIE, LIMITED.**—Creditors are required, on or before Oct 11, to send their names and addresses, and the particulars of their debts or claims, to Robert Warner, 10, Walbrook.

**NEW CHANDLER TUBES CO, LIMITED.**—Creditors are required, on or before Oct 25, to send their names and addresses, with full particulars of their debts or claims, to Mr. William Smedley Aston, 7, Newhall st., Birmingham. Smith-Fincent & Co, Birmingham, solvers to the liquidator. (The above-named company is in liquidation on the sale of the business to Tubes, Limited.)

ham, solvers to the liquidator. (The above-named company is in liquidation on the sale of the business to Tubes, Limited.)

**NORTH MIDLAND COUNTIES SHARE INVESTMENT CO, LIMITED.**—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. Edward Manning Keer, 84, Bank st., Sheffield. Arnold Muir Wilson, Sheffield, solvers to the liquidator.

**NORTH WILTS DAIRY CO, LIMITED (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Oct 18, to send their names and addresses, and the particulars of their debts or claims, to David Owen, 18, John st., Devizes.

**STAR TUBE CO, LIMITED.**—Creditors are required, on or before Oct 25, to send their names and addresses, with full particulars of their debts or claims, to Mr. William Smedley Aston, 7, Newhall st., Birmingham. Smith-Fincent & Co, Birmingham, solvers to the liquidator. (The above-named company is in liquidation on the sale of the business to Tubes, Limited.)

**WOODFIELD SYNDICATE, LIMITED (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Oct 30, to send their names and addresses, and the particulars of their debts or claims, to Charles Keon Vokins, 85, Gresham st. Guscotte & Fowler, 1, York bldge, Adelphi, solvers to liquidator.

London Gazette.—TUESDAY, SEPT. 14.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

**BRITISH TEA TABLE CO, LIMITED (IN LIQUIDATION).**—Creditors are required, on or before Oct 30, to send their names and addresses, and the particulars of their debts or claims, to John Wise, 51, Farringdon rd.

**LOWER ROODPORT, LIMITED.**—Petition for winding up, presented Sept 6, directed to be heard on Oct 27. Walker, 34, Coleman st., solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 26.

**NATIVE BRANDS TEA PACKING CO, LIMITED.**—Creditors are required, on or before Oct 25, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Sydney Dunn, 10, Coleman st. Battams, 23, Hood lane, solvers for liquidator.

**NEW & MAYNE, LIMITED.**—Petition for winding up, presented Sept 9, directed to be heard on Wednesday, Oct 27. Shaw & Co, 14, Gray's inn sq., agents for Bertride, Bury, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 26.

**PEARSON'S DINING AND REFRESHMENT ROOMS, LIMITED (IN LIQUIDATION).**—Creditors are required, on or before Oct 30, to send their names and addresses, and the particulars of their debts or claims, to John Wise, 51, Farringdon rd.

**SKARDON & SONS, LIMITED.**—Creditors are required, on or before Sept 24, to send their names and addresses, and the particulars of their debts or claims, to Henry Bishop, care of Dawe & Co, Wills and Dorset Bank chbrs, Plymouth. Skardon & Phillips, Plymouth, solvers for liquidator.

**STANDARD WAX CANDLE CO, LIMITED (IN LIQUIDATION).**—Creditors are required, on or before Oct 26, to send their names and addresses, together with full particulars of their debts or claims, to C. Upfill Jagger, 19, Cherry st., Birmingham.

**WILSON'S FOOD CO, LIMITED.**—Petition for winding up, presented Sept 9, directed to be heard on Oct 27. Walker, 46, Chancery lane, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 17.

#### UNLIMITED IN CHANCERY.

**WOODSTOCK RAILWAY CO.**—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to William Fountain Woods, 37, Great George st, Westminster.

## CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, AUG. 27.

**BOLT, JOHN PLEACE, Buckland Monachorum, Devon** Sept 19 Johnstone, Tavistock  
**BRANAM, ALFRED, Islington** Oct 7 Harris & Chetnam, Finsbury ston  
**BURL, FRANK GUSTAVE, Fulham** Sept 30 Berry, Cheapside

**EDGAR, ELEANOR, Clapham** Oct 15 Bannister & Reynolds, Basinghall st  
**ERELICH, WILLIAM, M.A. Newcastle upon Tyne, School Proprietor** Oct 15 Dickinson & Co, Newcastle upon Tyne

**EWENS, SAMUEL WHIFFER, Bideford, Devon** Sept 30 Hooker & Baseley, Bideford  
**GOLDACRE, DEBORAH, Woodbridge, Suffolk** Sept 29 Groom, Woodbridge

**HARGREAVES, JOHN SYDNEY, Warton, nr Lytham, Lancs** Sept 30 Fullagar & Hulton, Bolton

**HILTON, MARY, Shrewsbury** Oct 2 Bowden & Widdowson, Manchester  
**HOWARD, SARAH HARRIET, Malden, Essex** Oct 16 Bridgman & Willocks, College Hill, Cannon st

**JAMES, EDWARD WOOLFORD, Folkestone** Sept 29 Lloyd-Jones, Wallbrook  
**JONES, EVAR, Bodafon Farm, Carnarvon, Farmer** Oct 9 Chamberlain & Johnson, Llandudno

**KELLY, HENRY, Pentonville** Oct 11 Gresham & Co, Old Jewry chbrs  
**LEMON, WILLIAM RICHARD, Tavistock, Devon** Sept 19 Johnstone, Tavistock

**MARSDEN, EMMA, Halifax** Oct 1 Marvell Riley, Halifax  
**MATHEW, ELLIS, Pendlebury, Lancs, Accountant** Oct 2 Bowden & Widdowson, Manchester

**MORTON, JOHN EARNEST GILBERT, Lutterworth, Leicestershire** Sept 14 Fulman, Lutterworth  
**PETIT, SUSANNA, Lichfield** Sept 31 Hinckley & Co, Lichfield

**POWELL, THOMAS, Lee, Builder** Sept 30 Neale, Queen Victoria st  
**ROOPE, THOMAS, Deal** Sept 29 Sweetland & Greenhill, Fenchurch st

**SHEPHERD, JOSEPH, Waterfoot, Lancs, Cotton Manufacturer** Sept 29 Knowles & Thompson, Waterfoot  
**SHOWERS, SOPHIA, Victoria st** Oct 15 Cunliffe & Davenport, Chancery in

**STAIN, THOMAS WILLIAM, Syston, Leicestershire, Chemist** Sept 23 Place, Leicestershire  
**SUMNERHILL, CHARLOTTE SUMNERHILL, Horbury, York** Sept 30 Haigh & Co, Horbury

**SUMNERHILL, STEPHEN, Horbury, York** Sept 30 Haigh & Co, Horbury  
**TABBY, EMILY LETHBRIDGE, Appledore, Devon** Sept 30 Hooker & Baseley, Bideford

**TAYLOR, JOHN, Waterloo, Lancs** Oct 4 Alsop & Co, Liverpool  
**WHITFIELD, ROBERT, Coverham, York, Grocer** Oct 11 Hugh Maughan, Middleham

**WILKINSON, MARIA, Kirk Ella, York** Sept 30 Wilson-Barkworth, Hull  
**WILSON, THE REV ROBERT JAMES, D.D., Oxford** Sept 28 Harris & Co, Nicholas in

**WOOD, AARON, Burnham, Stafford** Oct 21 Tomkinson & Co, Burnham  
London Gazette.—TUESDAY, AUG. 31.

**AUGLEY, MARY ANN, Hunslet, Leeds, Licensed Victualler** Oct 1 Granger & Son, Leeds

**BAILEY, HERBERT ANTHONY, Chester** Oct 15 Field & Co, Liverpool  
**BECKETT, CRISNEY, Manchester** Oct 12 Grundy & Co, Manchester

**BENNETT, ELISA FRANCES, Weston super Mare** Sept 29 Baker & Co, Weston super Mare



DR. SAMUEL WALKER, Gt Yarmouth Oct 7 Diver & Preston, Gt Yarmouth  
 BRYCE, MARY ANN, Leicester Oct 5 G Stevenson & Son, Leicester  
 BRYCE, HELEN FRANK, Battersea Sept 30 Randall & Son, Coptall bldgs  
 BURROUGHS, JOHN, Jackfield, Salop, Rope Manufacturer Sept 18 Thorne, Iron Bridge, Salop  
 COOPER, ELIZA, Sandown, Isle of Wight Sept 30 Fardell, Ryde  
 EDWARDS, WILLIAM DANIEL, Norwich, Wine Merchant Oct 1 Stevens & Co, Norwich  
 EYNSON, CHARLOTTE WILKES, Dawlish, Devon Sept 30 Foster, Wells, Somerset  
 FRANKS, ROBERT WALTER McLEOD, Norfolk crescent Oct 25 Harwood & Stephenson, Lombard st  
 FULLER, ALICE, Aldrington, Sussex Sept 27 Buckwell, Brighton  
 HAKER, CORDER WILLIAM BRIGHT, Northwich, Chester, Engineer Sept 27 Boote & Co, Manchester  
 HOKING, ELIZABETH, Hayle, Cornwall Sept 30 Boase, Penzance  
 HOPKINS, WILLIAM HALE, Southport Nov 30 Slater & Co, Manchester  
 LAMBERT, MATTHEW, Middleham, York, Joiner Sept 30 Maughan, Middleham

LEACH, JOSEPH, Brighton Sept 30 Filmer, Brighton  
 MCGREGOR, WILLIAM, Richmond, Surrey Sept 29 Downson & Co, Surrey st  
 MILLARD, JAMES, Lea and Claverton, Wilts Oct 1 Jones & Forrester, Malmesbury  
 MORT, JOHN, Wigan, Boot Dealer Sept 30 Innes, Manchester  
 NICHOLLS, HARRIETTE TAYLOR, Southport Oct 23 Watson, South sq, Gray's inn  
 PHILLIPS, HENRY ARTHUR DEUTEROS, Baywater Dec 30 Gibbon & Moore, Gt James st Bedford row  
 PROBYN, ELIZABETH, Longhope, Gloucester Sept 30 Hannam & Co, Gloucester  
 RICKETTS, LOUISA ELIZABETH, Leamington Oct 30 Wright & Hamells, Leamington  
 ROBERTS, HARRY CRISTER, Southend on Sea Oct 1 Valpy & Co, Lincoln's inn fields  
 SMITH, MARY ANN, Lewes, Sussex Oct 27 Vinal, Lewes  
 TRAVERS, ELIZABETH, Patricroft, Lancaster Oct 2 Dixon & Linsell, Manchester  
 WAMELEY, ELIZA, Macclesfield Oct 1 Wedgworth, Macclesfield  
 WATSON, MABEL HELENA CONCHITA, Paris Oct 25 Harwood & Stephenson, Lombard s

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Sept. 10.

## RECEIVING ORDERS.

ARNOLD, JOHN, Caterham, Trainer Croydon Pet July 29 Ord Sept 7  
 BAYNOR, WALTER, Aylesbore, Devons, Labourer Exeter Pet Sept 7 Ord Sept 7  
 BAYLIS, WALTER LOREN, Stoke upon Trent, Dealer in Drugs Stoke upon Trent Pet Aug 26 Ord Sept 5  
 BENNETT, BENNETT B High Court Pet May 22 Ord Sept 6  
 BENNETT, PARKIN, Rotherham, Yorks, Hay Dealer Sheffield Pet Sept 8 Ord Sept 8  
 BENNETT, EDWARD EARL, St Just in Roseland, Cornwall, Builder Truro Pet Sept 7 Ord Sept 7  
 BLACKBURN, ALBERT GLANTVILLE, Llangbrough, Northampton, Leather Merchant Northampton Pet Sept 3 Ord Sept 3  
 BONE, ARTHUR, Wold, Northampton, Wheelwright Northampton Pet Sept 3 Ord Sept 3  
 CHALLONER, B N, Bishopsgate st Within, Stockbroker High Court Pet Aug 19 Ord Sept 6  
 CLARK, HENRY, Caroline st, Eaton sq, Cab Proprietor High Court Pet April 9 Ord Sept 6  
 DE RIGBT, LEONARD, Moss Side, Manchester Manchester Pet Sept 6 Ord Sept 6  
 EVANS, PETER, Penryn, Builder Carmarthen Pet Sept 8 Ord Sept 8  
 GLANTVILLE, FREDERICK HENRY, Bristol, Greengrocer Bristol Pet Sept 6 Ord Sept 6  
 HATWAY, GEORGE SAMUEL, Hanham, Glos, Boot Clicker Bristol Pet Sept 4 Ord Sept 4  
 HOLLEY, CHARLES FREDERICK FRANCIS, Oxford, Coal Merchant Oxford Pet Sept 6 Ord Sept 6  
 HORN, FRIESTMAN, South Bank, York, Beer Retailer Stockton on Tees Pet Sept 6 Ord Sept 6  
 HORNBY, JOHN WILLIAM TAYLOR, Leeds Leeds Pet Sept 6 Ord Sept 6  
 JOHNSON, SAMUEL HERBERT, Skipton, Butcher Boston Pet Aug 28 Ord Sept 7  
 JONES, DAVID, Llanelly, House Furnisher Carmarthen Pet Sept 7 Ord Sept 7  
 KING, JAMES, Pontefract, Glam, Grocer Merthyr Tydfil Pet Sept 6 Ord Sept 6  
 LAWRENCE, THOMAS, Yate, Glos, Farmer Bristol Pet Sept 7 Ord Sept 7  
 LORRETT, WILLIAM JAMES, Leigh, Lancs, Chemist Bolton Pet Aug 6 Ord Sept 7  
 MATTHEWS, W T, Sutton, Builder Croydon Pet July 2 Ord Sept 7  
 MERRITT, FREDERICK WARDEN, Salford, Musical Instrument Dealer Salford Pet Aug 19 Ord Sept 7  
 MILNER, TIMOTHY, Bradford Bradford Pet Sept 7 Ord Sept 7  
 MORRIS, THOMAS, Llanmillet, Glam, Grocer Neath Pet Sept 7 Ord Sept 7  
 ROBERTS, HENRY JOHN, Bath, Commercial Traveller Bath Pet Sept 7 Ord Sept 7  
 ROWLANDS, WILLIAM, Wessa Cross, Pembroke, Lame Merchant Pembroke Dock Pet Sept 6 Ord Sept 6  
 STEEL, GEORGE, Hial, Northumberland, Gardener Newcastle on Tyne Pet Sept 8 Ord Sept 8  
 SWELEY, WILLIAM, Stokesley, York, Innkeeper Stockton on Tees Pet Sept 6 Ord Sept 6  
 TAYLOR, WILLIAM, Great Hautbois, Norfolk, Farmer Norwich Pet Sept 6 Ord Sept 6  
 THOMPSON, CHRISTOPHER DONALD, West Hartlepool, Commission Agent Sunderland Pet Aug 26 Ord Sept 6  
 TUTTIN, WALTER DOUGLAS, Eastney, Portsmouth, Grocer Portsmouth Pet Sept 7 Ord Sept 7  
 WALKER, ALFRED ERNEST, Leeds Leeds Pet Sept 6 Ord Sept 6  
 WILLIAMS, THOMAS, Ystradgynlais, Brecon, Grocer Neath Pet Aug 31 Ord Sept 7  
 WILLIAMS, THOMAS, Clydach Vale, Glam, Grocer Carmarthen Pet Sept 7 Ord Sept 7  
 WORRALL, ANDREW, Blackpool, Butcher Oldham Pet Sept 8 Ord Sept 8  
 YOUNG, FRANCIS, King's Lynn, Norfolk, Coal Dealer King's Lynn Pet Sept 6 Ord Sept 6

## FIRST MEETINGS.

ANTHONY, FREDERICK CHARLES, Merthyr Tydfil Sept 20 at 12 05, High st, Merthyr Tydfil  
 ATKINSON, ALFRED, Llandrindod Wells, Cabinet maker Sept 18 at 1 30 Off Rec, Llandrindod  
 BAYNOR, WALTER, Aylesbore, Devon, Labourer Sept 23 at 10 30 Off Rec, 13, Bedford circus, Exeter  
 BAYLIS, JOHN HENRY, Stratford, Lancs Sept 17 at 2 30 Off Rec, Byrom st, Manchester  
 BOOTHBY, THOMAS, New Turnstile, Holborn, Carpenter Sept 17 at 12 Bankruptcy bldg, Carey at  
 BULLOCK, CHARLES, Burnley, Stonemason Sept 17 at 3 Exchange Hotel, Nicholas st, Burnley

BURN, ARTHUR, Wold, Northampton, Wheelwright Sept 18 at 12 30 County Court bldgs, Sheep st, Northampton  
 BURNETT, JAMES, Great Grimaby, Cycle Agent Sept 17 at 11 Off Rec, 15, Osborne st, Great Grimaby  
 BURROW, JOHN THOMAS, Hartland, Devon, Machinist Sept 17 at 2 King's Arms Hotel, Barnstaple  
 CALLAN, JOHN, Manchester, Plasterer Sept 17 at 3 30 Off Rec, Byrom st, Manchester  
 CLARK, HENRY, Caroline st, Eaton sq, Cab Proprietor Sept 20 at 12 Bankruptcy bldgs, Carey at  
 HICK, JOHN JAMES, Ilford, Essex, Builder Sept 17 at 3 Off Rec, 95, Temple church, Temple st  
 HILL, MARY ANNIE, Durham Sept 17 at 5 Three Tuns Hotel, Durham  
 HOLLEY, CHARLES FREDERICK FRANCIS, Oxford, Coal Merchant Sept 17 at 3 1, 81 Adelaide, Oxford  
 JOHNSON, SAMUEL HERBERT, Skipton, Butcher Sept 30 at 12 48, High st, Boston  
 KING, OWEN, Newcasle on Tyne, Draper Sept 30 at 11 30 Off Rec, 30, Mosley st, Newcastle on Tyne  
 LARK, JOSEPH, Wyndesford, Leicester Sept 17 at 12 30 Off Rec, 1, Burridge st, Leicester  
 LORD, AMOS, Burnley, Cotton Cloth Salesman Sept 17 at 2 30 Exchange Hotel, Nicholas st, Burnley  
 MACVANE, GENTLE, & Co, Billiter sq bldg, Merchants Sept 17 at 12 Bankruptcy bldgs, Carey at  
 MERRITT, FRANCIS, Atherton, Lancs, Licensed Victualler Sept 18 at 10 30 16, Wood st, Bolton  
 MORRY, FRANCIS SAMUEL, Kildale and Lowestoft, Smack-surveyor Sept 17 at 4 30 Suffolk Hotel, Lowestoft, Suffolk  
 NATHANSON, B, Islington, South African Merchant Sept 17 at 11 Bankruptcy bldgs, Carey at  
 PHILLIPS, EDWARD, Stamford hill Sept 20 at 12 Bankruptcy bldgs, Carey at  
 PITMAN, WALTER, Forest Hill, Kent, Builder Sept 17 at 12 30 Railway sq, London bldg  
 PULHAM, JOHN DYER, Frome, Somerset, Grocer Sept 21 at 12 George Hotel, Frome  
 RIDLEY, EDWARD JOHN, jun, Clapham, Clerk Sept 17 at 11 30 24, Railway sq, London bldg  
 SEDDON, EDWIN, Pemberton, Timber Agent Sept 17 at 11 16, Wood st, Bolton  
 SLADE, EDWARD HERCULES, Liddiard Tregoes, Wilts, Farmer Sept 22 at 3 45 Off Rec, 46, Cricklade st, Swindon  
 SOUTHALL, CHARLES HENRY, Leeds, Boot Manufacturer Sept 22 at 11 Off Rec, 23, Park row, Leeds  
 TAYLOR, WILLIAM, Gt Hautbois, Norfolk, Farmer Sept 18 at 12 Off Rec, 8, King st, Norwich  
 THOMAS, JOSEPH, Tylorstown, Glam, Collier Sept 17 at 11 05, High st, Merthyr Tydfil  
 TOWKIN, FREDERICK JAMES, Teddington, Barrister Sept 20 at 11 Bankruptcy bldgs, Carey at  
 TUCKER, WILLIAM HENRY, Hinton Parva, Wilts Sept 22 at 3 15 Off Rec, 46, Cricklade st, Swindon  
 WALKER, SAMUEL JAMES, Nottingham, Painter Sept 17 at 12 Off Rec, St Peter's Church wk, Nottingham  
 Amended Notice substituted for that published in the London Gazette of Sept. 3.

SOUTHARD, FRANCIS CHARLES, Southampton, Cycle Factor Sept 14 at 3 30 Off Rec, 4, East st, Southampton

## ADJUDICATIONS.

ARNOLD, CLEMENT, Cucklington, Somerset, Builder Yeovil Pet July 5 Ord Aug 11  
 ATKINSON, ALFRED, Llandrindod Wells, Cabinet Maker Newtown Pet Sept 1 Ord Sept 7  
 BAYNOR, WALTER, Aylesbore, Devon, Labourer Exeter Pet Sept 7 Ord Sept 7  
 BENNETT, PARKIN, Rotherham, Hay Dealer Sheffield Pet Sept 8 Ord Sept 8  
 BENNETT, EDWARD EARL, St Just in Roseland, Cornwall, Builder Truro Pet Sept 7 Ord Sept 7  
 BUCKINGHAM, FREDERICK WILLIAM, Bristol, Cycle Manufacturer Bristol Pet Sept 1 Ord Sept 8  
 BURN, ARTHUR, Wold, Northampton, Wheelwright Northampton Pet Sept 3 Ord Sept 3  
 BURROW, JOHN THOMAS, Hartland, Devon, Machinist Barnstaple Pet Sept 2 Ord Sept 8  
 CLARK, ROBERT BAUNTON, Vord, Rhyl, Hotel Keeper Bangor Pet July 15 Ord Sept 6  
 DAVIS, CHARLES, and JAMES HARVEY, Charles st, Hutton Garden High Court Pet Aug 10 Ord Sept 6  
 EVANS, PETER, Penryn, Carmarthen, Builder Carmarthen Pet Sept 8 Ord Sept 8  
 GLANTVILLE, FREDERICK HENRY, Bristol, Greengrocer Bristol Pet Sept 6 Ord Sept 6  
 GOLDSTEIN, NATHAN, South Hampstead, Money Lender High Court Pet Aug 18 Ord Sept 7  
 GOLTHORP, HERBERT, Ashton under Lyne, Leather Merchant Ashton under Lyne Pet Sept 1 Ord Sept 6

HATWAY, GEORGE SAMUEL, Hanham, Gloucester, Boot Clicker Bristol Pet Sept 4 Ord Sept 4  
 HOLLEY, CHARLES FREDERICK FRANCIS, Oxford, Coal Merchant Oxford Pet Sept 6 Ord Sept 6  
 HORN, FRIESTMAN, South Bank, York, Beer Retailer Stockton on Tees Pet Sept 6 Ord Sept 6  
 HORNBY, JOHN WILLIAM TAYLOR, Leeds Leeds Pet Sept 6 Ord Sept 6  
 JONES, DAVID, Llanelly, House Furnisher Carmarthen Pet Sept 7 Ord Sept 7  
 JOT, FREDERICK, Sturminster Marshall, Dorset, Saddler Poole Ord Sept 7  
 KING, JAMES, Pontefract, Glam, Grocer Merthyr Tydfil Pet Sept 6 Ord Sept 6  
 LAYCOCK, A H, Weymouth st, Portland pl High Court Ord Sept 6  
 MILNER, TIMOTHY, Bradford Bradford Pet Sept 7 Ord Sept 7  
 MORRIS, THOMAS, Llanmillet, Glam, Grocer Neath Pet Sept 7 Ord Sept 7  
 MURPHY, JULIA ALICIA MADELINE, Dover High Court Pet July 10 Ord Sept 6  
 ROBERTS, HENRY JOHN, Bath, Commercial Traveller Bath Pet Sept 7 Ord Sept 7  
 SLADE, EDWARD HERCULES, Liddiard Tregoes, Wilts, Farmer Swindon Pet Aug 18 Ord Sept 8  
 SOUTHALL, CHARLES HENRY, Leeds, Boot Manufacturer Leeds Pet Aug 11 Ord Sept 7  
 STEEL, GEORGE, Hial, Northumberland, Gardener Newcastle on Tyne Pet Sept 8 Ord Sept 8  
 SWELEY, WILLIAM, Stokesley, York, Innkeeper Stockton on Tees Pet Sept 6 Ord Sept 6  
 TAYLOR, WILLIAM, Gt Hautbois, Norfolk, Farmer Norwich Pet Sept 6 Ord Sept 6  
 TUCKER, WILLIAM HENRY, Hinton Parva, Wilts Swindon Pet Aug 9 Ord Sept 8  
 WALKER, ALFRED ERNEST, Leeds Leeds Pet Sept 6 Ord Sept 6  
 WILLIAMS, THOMAS, Clydach Vale, Glam, Grocer Carmarthen Pet Sept 7 Ord Sept 7  
 WORRALL, ANDREW, Blackpool, Butcher Oldham Pet Sept 8 Ord Sept 8  
 YOUNG, FRANCIS, King's Lynn, Coal Dealer King's Lynn Pet Sept 6 Ord Sept 6

## ADJUDICATION ANNULLED.

ADAMS, HENRY, Tunbridge Wells, Builder Tunbridge Wells Adjud Sept 12, 1893 Annual June 26, 1897

London Gazette.—TUESDAY, Sept. 14.

## RECEIVING ORDERS.

BALL, WILFRED, Fulham Cambridge Pet Aug 25 Ord Sept 11  
 BARBER, HUGH, Moberley, Chester, Farmer Manchester Pet Sept 9 Ord Sept 9  
 BENNETT, JOHN, Cardiff, Insurance Agent Cardiff Pet Sept 8 Ord Sept 8  
 BROOK, LEWIS, Bradford, Plumber Bradford Pet Sept 7 Ord Sept 10  
 CARPENTER, GEORGE, Bristol, Boot Manufacturer Bristol Pet Sept 9 Ord Sept 9  
 DART, WILLIAM, Nottingham, Dutchman Nottingham Pet Sept 11 Ord Sept 11  
 DODSWORTH, GEORGE PERCIVAL, Albemarle st, War Correspondent High Court Pet June 29 Ord Sept 10  
 DUTT, GEORGE, Stourbridge, Traveller Stourbridge Pet Sept 8 Ord Sept 8  
 DYMOND, WILLIAM JOHN, Plymouth, Tobacconist Plymouth Pet Sept 9 Ord Sept 9  
 EVANS, ALF, Fortmadon, China Dealer Fortmadon Pet Sept 9 Ord Sept 9  
 FRANCIS, EDWIN FRANCIS, Lwisham High rd, Provision Merchant High Court Pet Aug 31 Ord Sept 10  
 GRAY, JAMES, Kingdowen, Bristol, Grocer Bristol Pet Sept 11 Ord Sept 11  
 GOSTER, GOTTLOB, Whitechapel, Sea-house Keeper High Court Pet Aug 24 Ord Sept 10  
 HARRIS, CHARLES HENRY, Bristol, Butcher Bristol Pet Sept 9 Ord Sept 9  
 HOBBS, RICHARD GEORGE, Upton Manor, Greengrocer High Court Pet Aug 18 Ord Sept 10  
 LOMB, EDWIN, Dewsbury, Commission Agent Dewsbury Pet Sept 9 Ord Sept 9  
 McDONALD, JAMES DANIEL, Mansfield, Noths, Grocer Nottingham Pet Sept 11 Ord Sept 11  
 MARSH, ROBERT, Hyde, Cheshire, Licensed Victualler Ashton under Lyne Pet Sept 10 Ord Sept 10  
 MARSHALL, DAVID, Walsbrook, Essex, Farmer Colchester Pet Sept 11 Ord Sept 11  
 NORMAN, M & Co, Hutton gda, Watch Importers High Court Pet Aug 26 Ord Sept 8  
 POOLE, JOSEPH, Earlestown, Lancs, Tailor Warrington Pet Sept 10 Ord Sept 10

READ, JOHN, Rusbon, Denbigh, Coal Merchant Wrexham Pet Sept 10 Ord Sept 10  
 RICHARDS, JOHN, Whitland, Pembroke, Mason Pembroke Dock Pet Sept 11 Ord Sept 11  
 SALTER, HERBERT JOHN, Whitechapel, Contractor High Court Pet Aug 14 Ord Sept 9  
 SENIOR, ERNEST, Denison, Lanes, Printer Ashton under Lyne Pet Sept 10 Ord Sept 10  
 STEAR, ARTHUR JAMES, Bristol, Hatter Bristol Pet Sept 10 Ord Sept 10  
 STEAD, JOHN EDWARD, Leeds, Labourer Leeds Pet Sept 8 Ord Sept 8  
 SWISS, ALFRED HENRY, Devonport, Bookseller Plymouth Pet Aug 6 Ord Sept 9  
 THORNTON, ALBERT HUDSON, Halifax, Labourer Halifax Pet Sept 8 Ord Sept 8  
 WAIND, FREDERICK, York, Tailor York Pet Sept 11 Ord Sept 11  
 WRIGHT, ANNE, Southsea, Costumier Portsmouth Pet Sept 8 Ord Sept 8

Amended notice substituted for that published in the London Gazette of Sept 7:

CAPEWELL, WALTER, and JAMES LAWRENCE BRAZIER, Wolverhampton, Cycle Manufacturer Wolverhampton Pet Aug 31 Ord Sept 4

#### FIRST MEETINGS.

BAYLASS, WALTER LEONEL, Stoke upon Trent, Dealer in Drugs Sept 21 at 11 Off Rec, Newcastle under Lyme  
 BENNETT, BERKELEY B Sept 23 at 1 Bankruptcy bldg, Carey st  
 BENNETT, EDWARD EARL, St Just in Roseland, Cornwall, Builder Sept 23 at 12 Off Rec, Bosconen st, Truro  
 BROOK, LEWIS, Bradford, Plumber Sept 24 at 11 Off Rec, 31, Manor row, Bradford  
 BURGESS, WILLIAM ALFRED, Stoke Newington Sept 23 at 3 Room 53, Bankruptcy bldg, Carey st  
 CAPEWELL, WALTER, and JAMES LAWRENCE BRAZIER, Wolverhampton, Cycle Manufacturers Sept 23 at 11 Off Rec, Wolverhampton  
 CHALLOMER, SADLER NURSE, Bishopsgate st Within, Stockbroker Sept 23 at 1 Bankruptcy bldg, Carey st  
 COATES, THOMAS WILLIAM, Ventnor, I.W. Bootmaker Sept 21 at 12 Chamber of Commerce, 145, Chapside  
 DE RIGBY, LUCIENNE, Moss Side, Manchester Sept 23 at 2.30 Off Rec, Byrom st, Manchester  
 DUTT, GEORGE, Stourbridge, Traveller Sept 21 at 2.15 W R Skelding, Antioch, Stourbridge  
 EVANS, EDWARD, Nanfynod, Glam, Journeyman Saddler Sept 22 at 11 Off Rec, 26, Queen st, Cardiff  
 FOULGER, REUBEN, Potter's Bar, Nursery Foreman Sept 21 at 3 Off Rec, 95, Temple chmbrs, Temple avenue  
 GLANVILLE, FREDERICK HENRY, Bristol, Green grocer Sept 22 at 12 Off Rec, Baldwin st, Bristol  
 GOLDSTEIN, NATHAN, South Hampstead, Money Lender Sept 23 at 12 Bankruptcy bldg, Carey st  
 GOLDTHORPE, HERBERT, Ashton under Lyne, Leather Merchant Sept 23 at 3 Off Rec, Byrom st, Manchester  
 GREENFIELD, ROBERT, Leamington, Gardener Sept 23 at 11 Off Rec, 17, Hertford st, Coventry  
 HARDWIN, GUY HARDWIN GALLAGHER, Llandogo, St Chepstow Sept 22 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon  
 HARRIS, LEONARD EDWARD, Coventry Sept 27 at 12 Off Rec, 17, Hertford st, Coventry  
 HARTY, ANNIE, Morriston, Swansea Sept 21 at 12.15 Off Rec, 31, Alexandra rd, Swansea

HATHWAY, GEORGE SAMUEL, Gloucester, Boot Clicker Sept 23 at 11.30 Off Rec, Baldwin st, Bristol  
 HAWORTH, JOHN, Chorlton cum Hardy, nr Manchester, Braid Manufacturer Sept 21 at 3 Off Rec, Byrom st, Manchester  
 HOBBS, RICHARD GEORGE, Upton Manor, Green grocer Sept 23 at 12 Bankruptcy bldg, Carey st  
 JEFFREYS, RUTH, Pencallwdd, Glam, Grocer Sept 21 at 11.30 Off Rec, 31, Alexandra rd, Swansea  
 LAWRENCE, THOMAS, Yate, Gloucester, Farmer Sept 23 at 12.30 Off Rec, Baldwin st, Bristol  
 LEGGOTT, WILLIAM JAMES, Leigh, Lanes, Chemist Sept 21 at 3 16, Wood st, Bolton  
 MEREDITH, FREDERICK WARREN, Salford, Lanes, Musical Instrument Dealer Sept 21 at 2.30 Off Rec, Byrom st, Manchester  
 MILNER, TIMOTHY, Bradford Sept 21 at 11 Off Rec, 31, Manor rd, Bradford  
 MORRIS, ARTHUR, and GEORGE RICHARDSON, Sheffield, Cutlery Merchants Sept 21 at 2 Off Rec, Figtree lane, Sheffield  
 NORDMANN, MICHEL, and LEWIS SOLOMON, Hatton rdn, Watch Importers Sept 21 at 12 Bankruptcy bldg, Carey st  
 PERKS, CHRISTOPHER EDWARD, Handsworth Sept 22 at 11 23, Colmore row, Birmingham  
 RICHES, HEDLEY, and ABRAHAM HARRIS, Upper Kennington lane, Corn Dealers Sept 23 at 12 Bankruptcy bldg, Carey st  
 ROBERTS, HENRY JOHN, Bath, Commercial Traveller Sept 23 at 1 Off Rec, Baldwin st, Bristol  
 STACHOUSE, WILLIAM CHARLES, South Blakenhall, Wolverhampton Sept 21 at 12 Off Rec, Wolverhampton  
 STEAD, JOHN EDWARD, Leeds, Labourer Sept 23 at 11 Off Rec, 22, Park row, Leeds  
 STEPHENSON, JAMES, Carlisle, Grocer Sept 23 at 3 Off Rec, 24, Fisher st, Carlisle  
 TAYLOR, GEORGE ALFRED, Polruan, Cornwall, Grocer Sept 24 at 11 Off Rec, 10, Athenum ter, Plymouth  
 VEITCH, JOHN HADRIAN, Neville's Cross, nr Durham, Printer Sept 24 at 5 Three Tans Hotel, Durham  
 WALKER, ALFRED ERNEST, Leeds Sept 23 at 12 Off Rec, 22, Park row, Leeds  
 WALLER, THOMAS, Hanley, Printer Sept 21 at 2.30 Off Rec, King st, Newcastle under Lyme  
 WILLIS, GEORGE, Feckham, Advertising Agent Sept 23 at 11 Bankruptcy bldg, Carey st  
 WILSON, CHARLES SOMERVILLE, Notting Hill, Schoolmaster Sept 23 at 1 Bankruptcy bldg, Carey st

#### ADJUDICATIONS.

BECKLEY, FREDERICK, Upper Kennington rd, Dealer in Hoses High Court Pet June 26 Ord Sept 8  
 BROOK, LEWIS, Bradford, Plumber Bradford Pet Sept 7 Ord Sept 11  
 CARPENTER, GEORGE, Bristol, Boot Manufacturer Bristol Pet Sept 9 Ord Sept 9  
 CHALLOMER, SADLER NURSE, Bishopsgate st Within, Stockbroker High Court Pet Aug 19 Ord Sept 8  
 CHILD, ELLER, Twickenham Brentford Pet June 3 Ord Sept 9  
 DAPT, WILLIAM, Nottingham, Butcher Nottingham Pet Sept 11 Ord Sept 11  
 DUTT, GEORGE, Stourbridge, Traveller Stourbridge Pet Sept 8 Ord Sept 8  
 DYWOD, WILLIAM JOHN, Plymouth, Tobacconist Plymouth Pet Sept 9 Ord Sept 9  
 EVANS, ASH, Portmadoc, China Dealer Portmadoc Pet Sept 9 Ord Sept 9

FIELD, WILLIAM, Wick, Gloucester, Builder Bristol Pet Aug 23 Ord Sept 9  
 HARDING, CHARLES HENRY, Bristol, Butcher Bristol Pet Sept 9 Ord Sept 9  
 HUGHES, EVAN, Blaenau Ffestiniog, Marionetha, Grocer Portmadoc Pet Aug 16 Ord Sept 8  
 JOHNSON, SAMUEL HENRY, Skegness, Butcher Boston Pet Aug 27 Ord Sept 11  
 LEGGOTT, WILLIAM JAMES, Leigh, Lanes, Chemist Bolton Pet Aug 5 Ord Sept 9  
 LIGHTWOOD, ALFRED HENRY, Bournemouth, Gunmaker Poole Pet Aug 26 Ord Sept 9  
 LUMB, EDWIN, Dewsbury, Commission Agent Dewsbury Pet Sept 8 Ord Sept 9  
 McDONALD, JAMES DANIEL, Mansfield, Notia, Gunmaker Nottingham Pet Sept 11 Ord Sept 11  
 MARSHALL, DAVID, Wrexham, Essex, Farmer Colchester Pet Sept 10 Ord Sept 11  
 MORTON, H., Deptford Bridge, Kent, Chemist Greenwich Pet July 16 Ord Sept 10  
 NATHANSON, BERNHARD, Islington, South African Merchant High Court Pet Aug 9 Ord Sept 10  
 NORMAN, MICHEL, and LEWIS SOLOMON, Hatton garden, Watch Importers High Court Pet Aug 20 Ord Sept 10  
 POOLE, JOSEPH, Earlestown, Lanes, Tailor Warrington Pet Sept 10 Ord Sept 10  
 READ, JOHN, Rusbon, Denbigh, Coal Merchant Wrexham Pet Sept 8 Ord Sept 10  
 RICHARDS, JOHN, Whitland, Pembroke, Mason Pembroke Dock Pet Sept 11 Ord Sept 11  
 RICHES, HEDLEY, and ABRAHAM HARRIS, Upper Kennington lane, Corn Dealers High Court Pet Aug 12 Ord Sept 9  
 SAGE, ALICE MARIA, Willesden Green High Court Pet July 19 Ord Sept 8  
 STEAD, JOHN EDWARD, Leeds, Labourer Leeds Pet Sept 8 Ord Sept 8  
 THORNTON, ALBERT HUDSON, Halifax, Labourer Halifax Pet Sept 8 Ord Sept 8  
 WILSON, CHARLES SOMERVILLE, Notting Hill, Schoolmaster High Court Pet Aug 11 Ord Sept 8  
 WRIGHT, ANNE, Southsea, Costumier Portsmouth Pet Sept 7 Ord Sept 8

Amended notice substituted for that published in the London Gazette of Sept 8:

HAWORTH, JOHN, Chorlton cum Hardy, nr Manchester, Braid Manufacturer Manchester Pet Aug 31 Ord Aug 31

#### ADJUDICATION ANNULLLED.

UNDERWOOD, JOHN, senr, and JOHN UNDERWOOD, junr, Darlington, Durham, Joiners Stockton on Tees Adjudged March 10, 1897 Annul Aug 11

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

### THE IMPERIAL INSURANCE COMPANY LIMITED. FIRE.

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BRAND & CO., MAYFAIR, W., & MAYFAIR WORKS, VAUXHALL, LONDON, S.W.

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 Contracts entered into.



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